Pt. II

1950-53 **File No.** 3453/36

B CLASS

P.W. DEPARTMENT
K. BRANCH

Subject:— Electric Energy.
Supply of - to the Hubli
Municipal Borough for street
lights - Agreement in
connection with.

3500

B [K] 1953

File No. B[K]453/36-K. Pt III
(KB)

Std. Scott. Slip 24-B

Correspondence

G.P K.—J H 3—50,000—5.54
G. R. G. D No. 2108, dated 22-6-22.]

Sectt 28 A e

DOCKET SHEET (B)

Subject:—

File No. _____

_____ DEPT.

_____ BRANCH.

References:—

Date,	To whom sent.	Notes instructions,

No.L.H.T.S.R.9. 1

Office of the
Municipal Borough, Hubli.
D/- 14,11,1950.

To,

The Hon'ble Dr.Jivraj Mehta,
Minister for P.W.D., Bombay State,
BOMBAY.

Subject:- Supply of electricity for Street lighting for Hubli.

...

Sir,

I feel it a great pleasure to bring to your kind notice that the public of Hubli have deeply appreciated the Govt.Order No.3453/36-EL(I), P.W.D. dated 29th June 1950 for switching on the street lights on the existing poles and accordingly the Hubli Electric Supply, P.W.D. started the fixing of the street lights on some of the existing poles from 1st of July 1950. So far 727 lights are put up by the Electric Supply upto the end of October 1950, as against about 1800 lights required for all the streets including those streets that have come within the Municipal limits recently.

It can thus be seen that even not half the city is yet lighted and consequently the benefit of street lighting as per your order and the Municipal decision is not made available to all the citizens of Hubli. The Deputy Engineer, Hubli has been requested to complete the street lighting of all Municipal streets at an early date by several letters in order to economise the double expenditure which the Municipality is obliged to incur on kerosene oil and street lighting by electricity. But we find that the slow progress is due to want of material and skilled labour.

I shall, therefore, feel highly obliged if you will kindly pass necessary orders by giving top priority for the supply of necessary materials like wires etc. and for making arrangement to transfer some skilled labour like wiremen, linemen etc. to Hubli so that the Deputy Engineer, Hubli Electric Supply, P.W.D. will be able to complete the

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Street lighting of the entire city in order to avoid double expenditure of the Municipal finances and also to give - equal amenities to all sections of the public.

An early and urgent compliance is ~~highly expected~~ be prayed for -

Yours faithfully,

B Venkatappa

President,
Municipal Borough, Hubli.

Copy f.w.cs.to:

1) The Electrical Engineer, to Govt. of Bombay, P.W.D., Bombay,

2) The Deputy Engineer, Hubli Electric Supply, P.W.D. Hubli,

for information and taking necessary further immediate action.

3) The Collector of Dharwar for favour of information.

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No.L.H.T.S.R.9.

Office of the
Municipal Borough, Hubli.
D/- 14,11,1950.

To,

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Minister for P.W.D., Bombay State,
B O M B A Y.

Subject:- Supply of electricity for Street lighting for Hubli.

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It can thus be seen that even not half the city is yet lighted and consequently the benefit of street lighting as per your order & the Municipal decision is not made available to all the citizens of Hubli. The Deputy Engineer, Hubli has been requested to complete the street lighting of all Municipal streets at an early date by several letters in order to economise the double expenditure which the Municipality is obliged to incur on kerosene oil and street lighting by electricity. But we find that the slow progress is due to want of material and skilled labour.

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Municipal Borough, Hubli.
D/- 14,11,1950.

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Minister for P.W.D., Bombay State,
BOMBAY.

Subject:- Supply of electricity for Street lighting for Hubli.

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It can thus be seen that even not half the city is yet lighted and consequently the benefit of street light-ing as per your order and the Municipal decision is not made available to all the citizens of Hubli. The Deputy Engineer, Hubli has been requested to complete the street lighting of all Municipal streets at an early date by several letters in order to economise the double expenditure which the Municipality is obliged to incur on kerosene oil and street lighting by electricity. But we find that the slow progress is due to want of material and skilled labour.

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pto.

street lighting of the entire city in order to avoid double expenditure of the Municipal finances and also to give equal amenities to all sections of the public.

An early and urgent compliance is requested for [redacted] -directed.

Yours faithfully,

President,
Municipal Borough, Hubli.

Copy f.w.cs. to:

1) The Electrical Engineer, to Govt. of Bombay, P.W.D., Bombay.

2) The Deputy Engineer, Hubli Electric Supply, P.W.D. Hubli,

for information and taking necessary further immediate action.

3) The Collector of Dharwar for favour of information.

vnd:

E1(I)
24/11

P. W. D.
File No. 3453/26.
Serial No. 9620

street lighting of the entire city in order to avoid double expenditure of the Municipal finances and also to give equal amenities to all sections of the public.

An early and urgent compliance is prayed for ~~highly appreciated~~.

Yours faithfully,

B K Kulkarni

President,
Municipal Borough, Hubli.

Copy f.w.cs.to:

1) The Electrical Engineer, to Govt. of Bombay, P.W.D., Bombay,

2) The Deputy Engineer, Hubli Electric Supply, P.W.D. Hubli,

for information and taking necessary further immediate action.

3) The Collector of Dharwar for favour of information.

vnd:

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3453/36/96201

El.Br.(I).

P.W.D.

Submitted

2. The papers may be referred up. to Elect. Engr. for remarks, with reference to H.M's orders on p/1 ante by 1-12-1950, the latest.

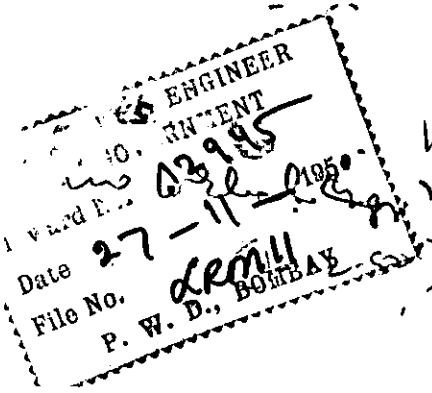
25/11/50

JAS

25/11/50

V. urgent

H. for Lieut 25/11.



Below U.O.R.No.3453/36/96201 dated the 25th November 1950, from Government in the Public Works Department.

No. LRM.11/10 817 of 1950.

Bombay, 27th November 1950.

Returned, with compliments.

2. 1800 lights referred to in para.1 of the President's letter include public lamps even on those streets where the development is not complete. As it is 780 lights have already been provided on the existing poles, and these cover all the important streets in the town. There are still 122 poles on the distribution lines which are not provided with street lights; but out of these, the Municipality requires lights only on 41 poles, and these will be provided as soon as the material is available.

3. In this connection, reference is invited to Government Letter, Public Works Department, No.P.54/10-A(III) dated the 13th November 1950, and as per Government directions, the work at Hubli is temporarily suspended to determine to what extent the additional work at Hubli should be done so that the maximum benefit would be obtained to Government, with the minimum extra capital expenditure, from the work already started. After this is determined, street lights will be provided on all the poles which will be available for this purpose; but in these days of financial difficulties, it will not be advisable to undertake laying of new lines in unimportant areas exclusively for the purpose of street lighting, as that would entail a very heavy initial expenditure without adequate revenue.

Slip A P54/10 17

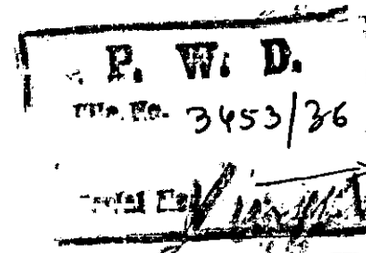
4. As regards the alleged double expenditure on kerosene oil and electricity, it is difficult to understand what exactly is meant by this, since, after the public lamps are provided on streets, the expenditure on account of kerosene lamps for the lighting of these streets must be automatically eliminated.

Electrical Engineer to Govt.

P.

E1(I)
28/11

Rec'd 6.12 from
27/11.



96826

27-11

3453/36/96826.

El.Br.(I). P.W.D.

The remarks p.11 of the Elecl. Engr. are submitted with reference to the H.M's orders on p 1 ante

2. The President, Muncipal Borough, Hubli, may be informed as per draft p15 put up for approval.

30/11/50.

KJ 1/12/50

DS.

1/12/50

Secy.

1/12 H.M.

2/12/50

2-50

3453/36/96826.

P. W.D.
B.C., (Bombay No I)
4th December 1950.

No. 3453/36-E1(I).

To

The President,
Municipal Borough, Hubli

Subject: Supply of electricity for street-lighting for Hubli.

Dear Sir,

I am directed to refer to your letter No. L.H.T.S.R.9, dated the 14-11-50, to the address of H.M., P.W.D., on the above subject and to state that enquiries made in the matter reveal that 1800 lights referred to by you include public lamps even on those streets where the development is not complete. So far 780 lights have been provided on the existing poles and these cover all the important streets in the town. There are still 122 poles on the distribution lines which are not provided with street lights, but out of these, it is understood, that the muncy. requires lights only on 41 poles. These lights will be provided as soon as the material becomes available.

2. In this connection, I am to observe that you will appreciate that in these

these days of financial stringency, it is not advisable to undertake laying of new lines in unimportant areas exclusively for the purpose of street lighting, which would entail a very heavy initial expenditure without adequate return.

3. It is different Govt is unable to follow your argument, regarding double expenditure on kerosene oil and electricity since after the electric lamps are provided on streets, the expenditure on account of kerosene lamps for lighting of these streets must be automatically eliminated

D.A.-Nil

Yours faithfully,

Asstt. Secy. to Govt.

Copy forwarded for information to the Elect. Engr. to Govt. (with reference to his No. LRM-II/1817, dated the 27-11-50.)

Yours truly of Dharwar

30/11/50.

No.3453/36-El(I). 17

Public Wor
Bombay Castle
4th Dec

From

The Assistant Secretary to the Government of Bom
Public Works Department.

To

The President,
Municipal Borough,
Hubli.

Subject:- Supply of electricity for
street lighting for Hubli.

Dear Sir

I am directed to refer to your letter No.I.[redacted] dated the 14th November 1950, to the address of Honoura Minister, Public Works Department, on the above subject to state that enquiries made in the matter reveal that lights referred to by you include public lamps even on streets where the development is not complete. So far lights have been provided on the existing poles and the cover all the important streets in the town. There are 122 poles on the distribution lines which are not provi with street lights, but out of these, it is understood, the municipality requires lights only on 41 poles. The lights will be provided as soon as the material becomes available.

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3. It is difficult to follow your argument regardin expenditure on kerosene oil and electricity since after lamps are provided on streets, the expenditure on accoun kerosene lamps for the lighting of these streets must be automatically eliminated.

Yours faithfully,

Assistant Secretary to the Government of Bombay, Public Works Department.

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KCJai
4-12-50

D.A.-Nil.

Copy forwarded for information to -

the Electrical Engineer to Government (with reference to his No. LR. 11/10817, date the 27th November 1950),

the Collector of Dharwar.

PWD.

G. R., G. D., No. 2108, dated 22-6-22.]

DOCKET SHEET

Subject:— Street lights, Hubli

File No. 3453/36.

P.W. DEPT.

El. BRANCH.

References:— .

Date.	To whom sent.	Notes and instructions.
16/1	S.S.	Issue letter & encl on p. 71 over the signature of D.S. for secy & return with one spare copy rec
21/1	File Br	Await (1-3-30)
27/3	S.S.	Issue reg re El. Sp Lic Engr (27-4-30)
24/4	File Br	Await (15-5-30)
14/6	S.S.	Issue reg re El. Sp Lic Engr (5-7-30)
29/6	Ji	Issue letter & encl on p. 113 re Draw. Please & Bonds with one spare copy
1/7	File Br	Await (25-7-30)
19/7	"	" (")
1/8	"	" (15-8-30)

Date.	To whom sent.	Notes and instructions.
5/10	[illegible]	[illegible] No. 10 Fiji Debt & R.L.A. (5-11-20)
2/12	"	[illegible] letter dated 5th Nov. p. 16 & back ref.
8/12		File (A)
5/11	[illegible]	[illegible] returned [illegible]

In the matter of electrifying the streets and Municipal properties within the Municipal limits of Hubli, we agree to the following conditions:-

1. The Contract shall be for 10 years.

2. The company must complete the lighting arrangement in the area already covered by their poles within 6 months from the date of contract; and the whole of the remaining area within the municipal limits should be covered within a further period of 12 months.

3. The Municipality guarantee to take a minimum quantity of 140,000 units per annum, when the whole scheme is completed within a period of 18 months referred to in clause 2 above, but during this period of 18 months, the Municipality agree to pay a minimum guarantee in the proportion which the number of lamps actually working during the whole of the calendar month bears to the total number of lamps contained in the scheme.

4. No lamp should be less than of 30 watts. The supply should be measured through a meter or meters to be installed by the Company.

5. All the equipment to be provided should be of the standard type to be approved by the Electrical Engineer to Government and the Company should undertake to maintain the equipment and bear working expenses etc., themselves during the period of contract.

6. In view of our failure to agree to the rate to be charged per unit, we agree to put in a joint application referring this question of rate to Government to be settled by arbi-tration.

7. We agree to request the Electrical Engineer to Government to draw up the terms of the contract in conformity with the above terms.

8. We agree to bear proportionately the cost of arbitration.

9. The Municipality agrees to submit the map showing the posi-tion of the lamps within a period of one month from to-day.

1. Sd. P.L. Benni.

Administrator, Municipal Borough,
Hubli.

Camp Hubli.
17th January, 1941.

2. Sd. R.L. Amte.

Before me.

Sd. A.L. Dias.

Collector of Dharwar.

- True copy -

d.

Chief Officer,
Municipal Borough, Hubli.

ARBITRATION OF DISPUTE

between

THE HUBLI ELECTRICITY COMPANY, LTD.

and

THE MUNICIPAL BOROUGH OF HUBLI.

....

This arbitration is undertaken in accordance with Government letter, Public Works Department, No.3453/36-E dated the 20th March, 1941.

Date and Time of Arbitration.	Thursday, the 24th April, 1941 2 p.m. to 5-20 p.m. Friday, the 25th April 1941 3 p.m. to 6-35 p.m.
Time taken for drafting the award and the agreement.	Two Hours.

Persons present at the hearing.

On behalf of the Municipal Borough of Hubli.	Rao Saheb P.L.Benni, Administrator Hubli Municipal Borough. The Chief Engineer, Hubli - Municipal Borough. Mr.M.V. Pant Vaidya, Chartered Electrical Engineer, Electrical Advisor to the Hubli Municipal Borough.
On behalf of the Hubli Electricity Company Ltd.	Mr.R.L. Amte, Managing Agent. Mr.H.V.N. Reddy, Accountant.

The Arbitration was based on the agreement entered into between the Municipality and the supply company on the 17th January, 1941, the terms of which are as follows:-

" In the matter of electrifying the streets and municipal properties within the Municipal limits of Hubli, we agree to the following conditions:-

1. The contract shall be for 10 years.
2. The Company must complete the lighting arrangement in the area already covered by their poles within six months from the date of contract; and the whole of the remaining area within the municipal limits should be covered within a further period of 12 months.
3. The Municipality guarantee to take a minimum quantity

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of 140,000 units per annum, when the whole s completed within a period of 18 months referred clause 2 above, but during this period of 18 months, the Municipality agree to pay a minimum guarantee in the - proportion which the number of lamps actually working during the whole of the calender month bears to the total number of lamps contained in the scheme.

4. No lamp should be less than of 30 watts. The supply should be measured through a meter or meters to be - installed by the company.

5. All the equipment to be provided should be of the standard type to be approved by the Electrical Engineer to Government and the Company should undertake to maintain the equipment and bear working expenses etc., themselves during the period of contract.

6. In view of our failure to agree to the rate to be charged per unit, we agree to put in a joint applica- -tion referring this question of rate to Government to be settled by Arbitration.

7. We agree to request the Electrical Engineer to Govern- -ment to draw up the terms of the contract in conformity with the above terms.

8. We agree to bear proportionately the cost of arbitra- -tion.

9. The Municipality agrees to submit the map showing the position of the lamps within a period of one month from to-day.

1. Sd. P.L. Benni.
Administrator,
Municipal Borough, Hubli.

Camp Hubli.
17th January 1941.

2. Sd. R.L. Amte.

Before me,
Sd. A.L. Dias.
Collector of Dharwar.

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On the first day of the hearing, a drart agr\ as shown up by the Electrical Engineer to Government was discussed clause by clause and it was decided that the altera--tions and additions suggested by the municipality and the supply company be redrafted and discussed at the next hearing.

The Hubli Electricity Company,Ltd.,put in a statement giving the cost of labour and materials required for the stree lighting, amounting to Rs.1,40,000/-, which was discussed by both parties.

Both the Municipality and the Supply Company definite--ly agreed that the charges should be on the unit basis.

The Hubli Electricity Company.,Ltd., put in a state--ment of cost per unit for the supply of energy for street lighting amount to 8,640 annas per unit.

On the second day of the hearing, the agreement was further discussed in the light of the alterations and addi--tions, and the redrafted terms of the entire agreement were agreed to by both parties.

The Municipality stated that, under the terms of the agreement entered into on the 17th January, 1941 between the Municipality and the Supply Company, the minimum guarantee of 140,000 units per annum given in clause 3 thereof included the units to be supplied to all municipal properties, and that the Supply Company should instal lights in the municipal depots and latrines, etc. This matter was discussed at length and it was finally agreed that all installation charges for lights in such places should be borne by the Municipality, but that the minimum guarantee of 140,000 units per annum should include the units supplied to all municipal properties and that the rate per unit shall be the rate of the Award.

The Hubli Electricity Company.Ltd.,put in a statement showing the annual cost of maintenance for street lights, amounting to Rs.15,600 per annum.

With regard to the rate per unit, the Electrical Engineer to Government placed before the meeting the following

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figures:-

Capital outlay to be insured by the supply company on labour and materials for erecting and equipping the street lighting.....Rs.1,40,000/

Interest @ 6% on the sum of Rs.1,40,000/-...Rs. 8400 p.a
Maintenance and depreciation..... Rs. 6120 "
Lamp replacements.. .. .. ..Rs. 5250 "

Rs. 19770 p.a.

It was agreed that this figure be taken as Rs.20,000 per annum.

In accordance with the agreement entered into on the 17th January 1941 between the Municipality and the Supply Company, the minimum guarantee per annum amounted to 140,000 units. The cost per unit based on the above figures amounts to 2.3 annas per unit. The Company's generation cost figures of 1.68 annas per unit was accepted as 1.7 annas per unit. The cost per unit to be paid by the Municipality to the Supply company should, therefore, be annas 4 per unit.

The Electrical Engineer to Government stated that, in his opinion a "fuel clause" should be inserted in the agreement, and that the rate awarded by him of annas 4 per unit was based on the rate of Rs.105/- per ton of fuel oil delivered at Hubli, including Terminal tax. Both parties agreed to this.

The supply company stated that their consumption of fuel oil per unit might be taken as 0.75 per unit sold. It was decided that a fuel clause be drawn up on this basis.

With reference to the agreement made at Hubli on the 17th January, 1941, between the Hubli Electricity Company., Ltd., and the Municipal Borough of Hubli and signed by - Mr.R.L. Amte on behalf of the Hubli Electricity Company., Ltd. and Rao Saheb P.L. Benni, Administrator, Municipal - Borough, Hubli, on behalf of the Municipal Borough of Hubli, and in accordance with the authority vested in me under the Indian Arbitration Act, 1899, I hereby make the following Award:-

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AWARD.

In the matter of the Indian Arbitration Act, and an Arbitration between the Municipal Borough of and the Hubli Electricity Company,Ltd.,of Hubli: .

WHEREAS in pursuance of an agreement in writi dated the 17th day of January 1941 and made between t Municipal Borough of Hubli, a body constituted under t Bombay District Municipal Act III of 1901 of the one pa and Hubli Electricity Company Limited, a joint stock co incorporated under the Indian Companies Act of 1913 of the other part, the said Municipal Borough of Hubli and the - Hubli Electricity Company,Ltd., have referred to me, R.G. Higham, Electrical Engineer to the Government of Bombay the matter in difference between them concerning the rate at which the said company should supply and the said municipa- -lity should pay for the supply of energy for the lighting of xxx streets and municipal properties.

Now, I, the said R.G. Higham, Electrical Engineer to the Government of Bombay having duly considered the ma submitted to me, do hereby make my Award as follows:-

1. That the Hubli Electricity Company.,Ltd.,shall su to the Municipal Borough of Hubli the necessary energy the lighting of the streets and Municipal properties in accordance with the terms and conditions of the agreeme appended hereto at the rate of annas four per unit, sub to the fuel clause as laid down in the said agreement.

2. That the fees of the arbitrator amounting to Rs.72 (Rupees Seven hundred and twenty only) shall be borne by the Municipal Borough of Hubli and the Hubli Electricity Company.,Limited, equally.

sd. X X X

A R B I T R A T O R.

Dated at Bombay, this 8th day of May,1941.

d..

- True copy -

Chief Officer,

Municipality, Hubli.

ARTICLES OF AGREEMENT made this _____day of _____One Thousand Nine Hundred and Forty-One BETWEEN THE HUBLI ELECTRICITY COMPANY, LIMITED, a Company incor-porated under the Indian Companies Act 1913, and having its Registered Office at Hubli (hereinafter called "the company" - which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the one part and RAO SAHEB P.L. BENNI, ADMINISTRATOR on behalf of THE MUNICIPALITY OF THE BOROUGH OF HUBLI incorporated under the Bombay Municipal Boroughs Act, No.XVIII of 1925 (hereinafter called "The Municipality" which expression shall unless excluded by or repugnant to the context be deemed to include the said Municipa-lity and its successors and assigns) of the other part

WHEREAS there is vested in the Company a License granted by the Government of Bombay under the Indian Electricity Act 1910 (hereinafter referred to as the "said Act") for the supply of Electrical Energy to the Town and City of Hubli entitled "The Hubli Electric License, 1924" which License is hereinafter referred to as the "said License" and WHEREAS in pursuance of the said License the Company is already supplying electrical energy to consumers and to some of the buildings of the Munici-pality and WHEREAS it is the desire of the Municipality to light by electricity the streets in the Municipal area; firstly to light within six months the streets or parts of streets as are enumerated in Schedule "A" attached hereto showing the - existing poles with their Nos. and the lamps required with their wattages and other particulars and secondly to light within eighteen months such streets or parts of streets as are enumerat-ed in Schedule "B" attached hereto, showing the proposed poles with their Nos. and the lamps required with their wattages and other particulars, a plan of such streets or parts of streets having already been prepared by the Municipality showing the positions of the existing and proposed electric poles and is attached hereto as Schedule "C" and WHEREAS in pursuance of such desire of the Municipality, the Municipality has agreed to take

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and the Company has agreed to give a supply of electrical ener from the Company for a period of ten years computed from day of _____1941 under the said License or such other License or Licenses as the Company may from time to time hold and WHEREAS the parties hereto have agreed to enter into these presents for the purpose of evidencing the terms and con--ditions of such supply of Electrical Energy, IT IS HEREBY - MUTUALLY AGREED as follows:-

1. The Company shall supply electrical energy for the purpose of street lighting within the area under the jurisdic--tion of the Municipality where distribution mains already exist within a period of six months from the date of this agreement; and within the remaining area covered by the Municipal limits within a period of eighteen months from the date of this agre

and the Company has agreed to give a supply of electrical energy from the Company for a period of ten years computed from day of _____1941 under the said License or such other License or Licenses as the Company may from time to time hold and WHEREAS the parties hereto have agreed to enter into these presents for the purpose of evidencing the terms and con--ditions of such supply of Electrical Energy, IT IS HEREBY - MUTUALLY AGREED as follows:-

1. The Company shall supply electrical energy for the purpose of street lighting within the area under the jurisdic--tion of the Municipality where distribution mains already exist within a period of six months from the date of this agreement; and within the remaining area covered by the Municipal limits within a period of eighteen months from the date of this agree--ment for a period which shall expire on _____and up the terms and subject to the conditions hereinafter contained.

2. For the purpose of this agreement, the following expressions shall have the following meanings, namely .-

" Street Light" means and includes the entire apparatus required for the installation of a street light capable of being lit.

The expression "Unit" or "Unit of supply" shall mean the quantity of energy contained in the supply at the rate of 1000 watts for one hour.

"Bulb" means that component of a street light which is the immediate source of its illumination and without which a street light is not capable of being lit.

3. The Company shall at its own cost supply, erect and equip all mains, plant, cables, standards, brackets, bulbs and apparatus of the standard type to be approved by the Electrical Engineer to Government suitable for the purpose of lighting with electrical energy the streets or parts of streets mentioned in Schedule "A" (comprising the streets or parts of streets marked on Schedule "C" in yellow) within a period of six months, and in Schedule "B" (comprising the streets or part of streets marked on Schedule "C" in red) within a period of eighteen months from the date of this agreement to the requirements of the Municip--lity on the terms and conditions hereinafter contained.

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4. The Company shall also on being so required by the Municipality undertake during the currency of this Agreement the lighting on the same terms and conditions as are herein contained (a) of any street or part of a street within the present Municipal limits and vested in the Municipality and within the area of supply of the Company not included in the Schedule "A" and "B" and (b) of any street or part of street within the said area of supply but which may prior to the commencement or during the period of this Agreement by reason of the amalgamation of any other authority or authorities with the Municipality or by reason of the extension of its boundaries or other means fall within the limits of the Municipality for the time being PROVIDED (1) that the streets so concerned become vested in the Municipality (2) that any such streets are within the area of supply of the Company, (3) that the street lights required constitute a continuous chain of lights, and (4) that no less than six calendar months' previous notice in writing of the date from which the lighting of the streets so selected shall be commenced shall be given to the Company.

5. The Company shall in accordance with Schedule "A" within six months from the date of the commencement of this Agreement light the streets to the requirements of the Municipality and in accordance with the programme hereinafter mentioned; and shall within eighteen months from the date of the commencement of this agreement after notifying the Municipality of the dates when the streets as listed in Schedule "B" are ready for lighting by electricity, and from the dates respectively so notified, light the streets and supply all electrical energy for the time being required for the lighting of thestreets to the requirements of the Municipality and in accordance with the programme hereinafter mentioned.

6. The programme of lighting to be observed in the first instance by the Company is the programme set forth in Schedule "D" hereto. The Municipality may vary the programme on giving the Company one calendar month's notice in writing of the variation

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required to be made.

7. For the widening of a street or for any other rea which the Municipality may consider sufficient the Municipal may require the Company to move a pole from one place to ano and in such a case the Municipality shall pay to the Company the costs of such removal and re-erection.

8. Nothing in this agreement shall compel the Company t supply energy and light the streets, if and so far as the Compa are prevented from so doing by inability or failure or refusal (such inability, failure or refusal not being occasioned by any default on the part of the Company) of any bulk supplier or suppliers from whom the electrical energy in whole or in part required for the purposes of this Agreement is derived to give supply or by cyclones, floods, storms, fire, breakdowns of - engines or machinery, civil disturbances, deliberate or mischie--vous or malicious destruction of the Company's property, act of God or the King's enemies, or any other cause (ejusdem generis or not), beyond their control.

9. The company shall likewise (subject to the proviso following) from the said dates maintain, renew, upkeep and - repair the said street lights in such a manner as to light the streets according to the programme and repair or replace all wornout or burntout bulbs and do all necessary acts so as to light the street lights in accordance with the said programme and shall also undertake to switch on and off supply to the - street lights according to the said programme and the convenants on the part of the Company and the penalties hereinafter imposed in the event of default shall come into force accordingly from the date or dates hereinbefore mentioned provided that in the event of any or all of the bulbs being maliciously broken during civil disturbances the Municipality shall make good half the loss, damage or expense thereby occasioned according to prevail--ing market rates and shall pay the same to the Company on demand.

10. The Company shall as and from the commencement of the quarter next ensuing after notice being given by the Municipality

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required to be made.

7. For the widening of a street or for any other reason which the Municipality may consider sufficient the Municipality may require the Company to move a pole from one place to another and in such a case the Municipality shall pay to the Company the costs of such removal and re-erection.

8. Nothing in this agreement shall compel the Company to supply energy and light the streets, if and so far as the Company are prevented from so doing by inability or failure or refusal (such inability, failure or refusal not being occasioned by any default on the part of the Company) of any bulk supplier or suppliers from whom the electrical energy in whole or in part required for the purposes of this Agreement is derived to give supply or by cyclones, floods, storms, fire, breakdowns of - engines or machinery, civil disturbances, deliberate or mischie--vous or malicious destruction of the Company's property, act of God or the King's enemies, or any other cause (ejusdem generis or not), beyond their control.

9. The company shall likewise (subject to the proviso following) from the said dates maintain, renew, upkeep and - repair the said street lights in such a manner as to light the streets according to the programme and repair or replace all womout or burntout bulbs and do all necessary acts so as to light the street lights in accordance with the said programme and shall also undertake to switch on and off supply to the - street lights according to the said programme and the convenants on the part of the Company and the penalties hereinafter imposed in the event of default shall come into force accordingly from the date or dates hereinbefore mentioned provided that in the event of any or all of the bulbs being maliciously broken during civil disturbances the Municipality shall make good half the loss, damage or expense thereby occasioned according to prevail--ing market rates and shall pay the same to the Company on demand.

10. The Company shall as and from the commencement of the quarter next ensuing after notice being given by the Municipality such notice t

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such notice to be in writing and to be received by the Company not less than one calendar month before the commencement of such quarter, substitute for the bulbs for the time being in use bulbs of higher or lower wattage as required by the Municipality from time to time PROVIDED the Municipality shall not be entitled to require more than 150 bulbs, of a wattage less than 30 watts or more than 60 watts changing, within any one year unless payment for the same is made by them.

11. (a) In consideration of the capital expenditure incurred and to be incurred by the Company in connection with future works and the covenants on the part of the Company herein contained for the maintenance of the works for the supply of energy for the lighting of the streets as undertaken by the Company herein and all the acts, covenants and obligations on the part of the Company herein contained and on their part to be observed and performed the Municipality shall pay to the Company a fixed charge at the rate of annas four per unit consumed for street lights and energy supplied for the Municipal properties, subject to the "Fuel Clause" as laid down in this Agreement.

(b) "Fuel Clause".- The rate of annas four per unit for energy supplied for street lights and the Municipal properties shall be increased or decreased by half a pie per unit, for every completed eight rupees increase or decrease per ton over Rs.105/- per ton of fuel oil delivered at Hubli, including terminal tax.

(c) The quantity of energy supplied to the Municipality shall be ascertained by means of a correct meter or meters - installed by the Company at their sub-stations and the Company shall submit a bill or bills to the Municipality based on the consumption registered by such meter or meters at the beginning of each calendar month following the calendar month in which the charges have been incurred and the Municipality shall make payment of such bill or bills within fifteen days of their presentation. In the event of the Municipality delaying payment of any bills submitted to them, the Company shall be entitled to and the Municipality shall pay interest thereon at the rate of 6 per cent

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per annum on the amount of all bils so outstanding but the payment of interest shall not entitle the Municipality to delay payment of the bills. If the Municipality fails to pay any of the bills for more than three months after presentation, the Company may after giving fifteen days' clear notice cut off the supply or take any other measures which the Company deems fit to recover the amount outstanding without thereby losing any of its rights under this agreement.

(d) Should any surcharge or other tax on the cost of electrical energy be levied by Government in respect of street lighting such surcharge or the amount of any such tax shall be paid by the Municipality to the Company on demand.

(e) The Municipality shall pay to the Company in addition to the aforesaid rate rent for the meters at the rate of Rupee one per mensem per meter or such other rate approved by Govern-ment. The Company shall supply meters for the purposes of measuring the energy. Such meters shall in the first instance be tested and sealed by the Electric Inspector, Bombay Province. The Municipality may affix their seals thereto. The testing of the meters after the first installation shall be governed by section 26 of the Indian Electricity Act, 1910.

(f) The Company shall arrange to read the meters in con-junction with the Municipal representative on the same date of each month or as near that date as possible.

12. The Municipality guarantees to take a minimum quantl of 140,000 units per annum for thestreet lights and Municipal properties when the whole of the street lighting scheme is completed within a period of eighteen months referred to in cla 3, but during this period of eighteen months the Municipality agrees to pay the ~~maxi~~ minimum guarantee in the proportion whic the total number of lamps as listed in Schedules "A" and "B" be to the actual number of lamps working during the whole of the calendar month for which the bill for the consumption of energy is submitted, the said minimum adjustment being made at the end of the twelve months' period.

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13. The Schedules and plans of the street lights the subject matter of this agreement shall be maintained by the Company and kept upto-date by them. The Municipality shall maintain a plan showing the number of wattages of the bulbs installed at the inception and such plan shall be kept upt-date by the Municipality.

14. If after having been put into commission any street light shall not be burning for two or more consecutive nights and written notice shall have been sent to the Company by the Municipality within two days specifying the street lights which have failed to burn and the information contained in such notice shall be found to be correct a penalty at therate of two annas per night per street light found not to be burning shall be recoverable from the Company, until the street light is again brought into commission provided that if any street light shall not be or shall be extinguished by or in consequence or any of the causes or occurances mentioned in clause 8 the Company shall not be liable for any penalty.

15. The Company may for special reason on any nights (not exceeding one night in any calendar month) after giving 48 hours clear notice in writing to the Municipality leave the street lights unlighted without incurring any penalty or liability.

16. The Company shall during any monsoon cause the street lights to be lit at such time of any day as may be reasonably required by the Municipality but the Municipality shall give at least four hours previous notice to the Company that the street lights are required to be lit.

17. This agreement shall remain in force for a period of ten years as from the first day of _____. The Municipality shall be entitled to a renewal of this agreement for a period of seven years upon the expiration of the said period upon the like terms as are herein contained-other than this present provision for renewal Provided the Municipality give to the Company twelve calendar months' notice in writing of the desire for such renewal but not later than one year prior

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to the date on which the said period of ten years will expire And Provided also that the Company's license shall then be in force.

18. The rights and obligations of the parties hereto either under the Indian Electricity Act, 1910 and the several amendments thereto or other law or laws are ~~xx~~ not affected save and except in the manner provided for in these presents.

19. In the event of any dispute or difference arising between the Company and the Municipality relating to the meaning or effect of this Agreement or any matter or thing contained therein or the rights or liabilities of the parties hereto thereunder the same shall save as provided by the Indian Electricity Act, the rules thereunder and any other law for the time being in force, be referred to two Arbitrators one to be appointed by the Company and the other by the Municipality or an Umpire to be appointed in writing by the Arbitrators before commencing the reference and the decision of such Arbitrators or their Umpire shall be binding on the Company and the Municipality.

The fees and expenses of the Arbitrators and Umpire shall be borne as the Arbitrators or the Umpire may direct.

end..

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No. H.L.T.S.R.9.

Office of the
Municipal Borough, Hubli.
D/- 8/11/1949.

To, OFFICE OF THE ... MINISTER FOR ...

The Hon'ble Minister
For Public Works Department,
to the Govt. of Bombay, BOMBAY.

11/11/49

Subject:- Street lighting by electricity.

Sir,

Ack.

I have the honour to state that the streets in Municipal Borough are not lighted by electricity - even though electric Power House is in existance since 1926. There was a dispute between Hubli Electricity Company and the Municipality on the point of street - lighting and it was not decided upto 1941.

12/11/49

1st M. (P.W.D.)

On 17-1-41 there was an agreement between the Administrator (Govt.administration) of this Municipality and the Hubli Electric Company in the presence of the Collector of Dharwar to refer the matter to the Govt. for arbitration. Accordingly a copy of award, dated 8-5-1941 and a draft agreement were issued by the - Electrical Engineer (Arbitrator) to the Govt.of Bombay. But, unfortunately, even though several efforts were made by the Administrator of this Municipality to bring the award into force, the Company did not agree and the matter went to Court.

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In the meanwhile, due to mismanagement of the Company the engines including the generating sets had all gone out of order and consequently there were no electric lighting even to the private properties and hence, the Govt. had to take over the administration of the concern in the interest of the public, which is being run even to-day.

The Municipality being very anxious to have the street lighted by electricity, has been moving the Hubli Electric Supply, P.W.D.(Govt.concern) and also the

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the Govt., but due to want of new engines and generating sets, it has not been possible to get electric energy for street lighting.

Now I understand that the installation of new engines and generating sets is being completed and hence, it is expected that the Hubli Electric Supply, P.W.D. will be able to supply electric energy for lighting Municipal streets and properties in addition to the lighting of private properties in the town.

I, therefore, request you to direct the Hubli Electric Supply, P.W.D. to give first preference to supply electric energy for lighting the Municipal streets and properties so that long standing complaint regarding lighting of streets will be solved once for all.

As regards the rate per unit for the supply of energy and terms and conditions, I have the honour to state that the Municipality agrees to the rate of annas four per unit as awarded by the Arbitrator and to the terms and conditions mentioned in the draft agreement prepared by the Arbitrator. In this case, I have the honour to point out that the rate of annas four per unit as awarded by the Arbitrator is subject to the fuel clause (as regards price) as laid down in the agreement and hence, there should be no objection for the Govt. (Hubli Electric Supply, P.W.D.) to fix the same rate of annas four per unit.

Early orders will be very much appreciated in this respect.

Yours faithfully,

R.H. Amrale (M.L.A.)
President,
Municipal Borough, Hubli.

Enclrs:- Copies of
1. Agreement, dated 17-1-41.
2. Award, dated 8-5-41.
3. Draft agreement.

Copy f.w.cs.to: (1) The Hon'ble Minister for L.S.G.D. to Govt. of B'bay, Bombay.
(2) The Electrical Engineer, to Govt. of B'bay, Bombay.
(3) The Dy. Engineer, Hubli Electric Supply, P.W.D., Hubli.
(4) The Collector of Dharwar, Dharwar,

P. W. D.
No. 3453/36.
Serial No. 78289

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In the matter of electrifying the streets and Municipal properties within the Municipal limits of Hubli, we agree to the following conditions.-

1. The Contract shall be for 10 years.

2. The company must complete the lighting arrangement in the area already covered by their poles within 6 months from the date of contract; and the whole of the remaining area within the municipal limits should be covered within a further period of 12 months.

3. The Municipality guarantee to take a minimum quantity of 140,000 units per annum, when the whole scheme is completed within a period of 18 months referred to in clause 2 above, but during this period of 18 months, the Municipality agree to pay a minimum guarantee in the proportion which the number of lamps actually working during the whole of the calendar month bears to the total number of lamps contained in the scheme.

4. No lamp should be less than of 30 watts. The supply should be measured through a meter or meters to be installed by the Company.

5. All the equipment to be provided should be of the standard type to be approved by the Electrical Engineer to Government and the Company should undertake to maintain the equipment and bear working expenses etc., themselves during the period of contract.

6. In view of our failure to agree to the rate to be charged per unit, we agree to put in a joint application referring this question of rate to Government to be settled by arbi-tration.

7. We agree to request the Electrical Engineer to Government to draw up the terms of the contract in conformity with the above terms.

8. We agree to bear proportionately the cost of arbitration.

9. The Municipality agrees to submit the map showing the posi-tion of the lamps within a period of one month from to-day.

1. Sd. F.L. Benni.

Administrator, Municipal Borough,
Hubli.

Camp Hubli.
17th January, 1941.

2. Sd. R.L. Amte.

Before me.

Sd. A.L. Dias.

Collector of Dharwar.

- True copy -

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for Chief Officer,
Municipal Borough, Hubli.

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ARBITRATION OF DISPUTE

between

THE HUBLI ELECTRICITY COMPANY, LTD.

and

THE MUNICIPAL BORCUGH OF HUBLI.

....

This arbitration is undertaken in accordance with Government letter, Public Works Department, No.3453/36-E, dated the 20th March, 1941.

Date and Time of Arbitration.	Thursday, the 24th April, 1941 2 p.m. to 5-20 p.m. Friday, the 25th April 1941 3 p.m. to 6-35 p.m.
Time taken for drafting the award and the agreement.	Two Hours.

Persons present at the hearing.

On behalf of the Municipal Borough of Hubli.	Rao Saheb P.L.Benni, Administrator Hubli Municipal Borough.
	The Chief Engineer, Hubli - Municipal Borough.
	Mr.M.V. Pant Vaidya, Chartered Electrical Engineer, Electrical Advisor to the Hubli Municipal Borough.
On behalf of the Hubli Electricity Company Ltd.	Mr.R.L. Amte, Managing Agent. Mr.H.V.N. Reddy, Accountant.

The Arbitration was based on the agreement entered into between the Municipality and the supply company on the 17th January, 1941, the terms of which are as follows:-

In the matter of electrifying the streets and municipal properties within the Municipal limits of Hubli, we agree to the following conditions:-

1. The contract shall be for 10 years.
2. The Company must complete the lighting arrangement in the area already covered by their poles within six months from the date of contract; and the whole of the remaining area within the municipal limits should be covered within a further period of 12 months.
3. The Municipality guarantee to take a minimum quantity

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of 140,000 units per annum, when the whole scheme is completed within a period of 18 months referred to in clause 2 above, but during this period of 18 months, the Municipality agree to pay a minimum guarantee in the - proportion which the number of lamps actually working during the whole of the calender month bears to the total number of lamps contained in the scheme.

4. No lamp should be less than of 30 watts. The supply should be measured through a meter or meters to be - installed by the company.

5. All the equipment to be provided should be of the standard type to be approved by the Electrical Engineer to Government and the Company should undertake to maintain the equipment and bear working expenses etc., themselves during the period of contract.

6. In view of our failure to agree to the rate to be charged per unit, we agree to put in a joint applica-tion referring this question of rate to Government to be settled by Arbitration.

7. We agree to request the Electrical Engineer to Govern-ment to draw up the terms of the contract in conformity with the above terms.

8. We agree to bear proportionately the cost of arbitra-tion.

9. The Municipality agrees to submit the map showing the position of the lamps within a period of one month from to-day.

1. Sd. P.L. Benni.

Administrator,
Municipal Borough, Hubli.

Camp Hubli.
17th January 1941.

2. Sd. R.L. Amte.

Before me.

Sd. A.L. Dias.
Collector of Dharwar.

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On the first day of the hearing, a draft agreement as shown up by the Electrical Engineer to Government was discussed clause by clause and it was decided that the alterations and additions suggested by the municipality and the supply company be redrafted and discussed at the next hearing.

The Hubli Electricity Company,Ltd.,put in a statement giving the cost of labour and materials required for the stree lighting, amounting to Rs.1,40,000/-, which was discussed by both parties.

Both the Municipality and the Supply Company definitely agreed that the charges should be on the unit basis.

The Hubli Electricity Company.,Ltd., put in a statement of cost per unit for the supply of energy for street lighting amount to 8,640 annas per unit.

On the second day of the hearing, the agreement was further discussed in the light of the alterations and additions, and the redrafted terms of the entire agreement were agreed to by both parties.

The Municipality stated that, under the terms of the agreement entered into on the 17th January, 1941 between the Municipality and the Supply Company, the minimum guarantee of 140,000 units per annum given in clause 3 thereof included the units to be supplied to all municipal properties, and that the Supply Company should instal lights in the municipal depots and latrines, etc. This matter was discussed at length and it was finally agreed that all installation charges for lights in such places should be borne by the Municipality, but that the minimum guarantee of 140,000 units per annum should include the units supplied to all municipal properties and that the rate per unit shall be the rate of the Award.

The Hubli Electricity Company.Ltd.,put in a statement showing the annual cost of maintenance for street lights, amounting to Rs.15,600 per annum.

With regard to the rate per unit, the Electrical Engineer to Government placed before the meeting the following

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figures:-

Capital outlay to be insured by the supply company on labour and materials for erecting and equipping the street lighting.....Rs.1,40,000/-

Interest @ 6% on the sum of Rs.1,40,000/-...	Rs.	8400 p.a.
Maintenance and depreciation.....	Rs.	6120 " "
Lamp replacements..	Rs.	5250 " "
	Rs.	19770 p.a.

It was agreed that this figure be taken as Rs.20,000 per annum.

In accordance with the agreement entered into on the 17th January 1941 between the Municipality and the Supply Company, the minimum guarantee per annum amounted to 140,000 units. The cost per unit based on the above figures amounts to 2.3 annas per unit. The Company's generation cost figures of 1.68 annas per unit was accepted as 1.7 annas per unit. The cost per unit to be paid by the Municipality to the supply company should, therefore, be annas 4 per unit.

The Electrical Engineer to Government stated that, in his opinion a "fuel clause" should be inserted in the agreement, and that the rate awarded by him of annas 4 per unit was based on the rate of Rs.105/- per ton of fuel oil delivered at Hubli, including terminal tax. Both parties agreed to this.

The supply company stated that their consumption of fuel oil per unit might be taken as 0.75 per unit sold. It was decided that a fuel clause be drawn up on this basis.

With reference to the agreement made at Hubli on the 17th January, 1941, between the Hubli Electricity Company., Ltd., and the Municipal Borough of Hubli and signed by - Mr.R.L. Amte on behalf of the Hubli Electricity Company., Ltd. and Rao Saheb P.L. Benni, Administrator, Municipal - Borough, Hubli, on behalf of the Municipal Borough of Hubli, and in accordance with the authority vested in me under the Indian Arbitration Act, 1899, I hereby make the following Award:-

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AWARD.

In the matter of the Indian Arbitration Act, 1899 and an Arbitration between the Municipal Borough of Hubli and the Hubli Electricity Company, Ltd., of Hubli:

WHEREAS in pursuance of an agreement in writing, dated the 17th day of January 1941 and made between the Municipal Borough of Hubli, a body constituted under the - Bombay District Municipal Act III of 1901 of the one part and Hubli Electricity Company Limited, a joint stock company incorporated under the Indian Companies Act of 1913 of the other part, the said Municipal Borough of Hubli and the - Hubli Electricity Company, Ltd., have referred to me, R.G. Higham, Electrical Engineer to the Government of Bombay the matter in difference between them concerning the rate at which the said company should supply and the said municipa- -lity should pay for the supply of energy for the lighting of ~~xxx~~ streets and municipal properties.

NOW, I, the said R.G. Higham, Electrical Engineer to the Government of Bombay having duly considered the matter submitted to me, do hereby make my Award as follows:-

1. That the Hubli Electricity Company., Ltd., shall supply to the Municipal Borough of Hubli the necessary energy for the lighting of the streets and Municipal properties in accordance with the terms and conditions of the agreement appended hereto at the rate of annas four per unit, subject to the fuel clause as laid down in the said agreement.

2. That the fees of the arbitrator amounting to Rs.720/- (Rupees Seven hundred and twenty only) shall be borne by the Municipal Borough of Hubli and the Hubli Electricity Company., Limited, equally.

Sd. X X X

A R B I T R A T O R.

Dated at Bombay, this 8th day of May, 1941.

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- True copy -

Chief Officer,
Municipal Borough, Hubli.

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ARTICLES OF AGREEMENT made this _____day of _____One Thousand Nine Hundred and Forty-One BETWEEN THE HUBLI ELECTRICITY COMPANY, LIMITED, a Company incor-porated under the Indian Companies Act 1913, and having its Registered Office atHubli (hereinafter called "the company" - which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the one part and RAO SAHEB P.L. BENNI, ADMINISTRATOR on behalf of THE MUNICIPALITY OF THE BOROUGH OF HUBLI incorporated under the Bombay Municipal Boroughs Act, No.XVIII of 1925 (hereinafter called "The Municipality" which expression shall unless excluded by or repugnant to the context be deemed to include the said Municipa-lity and its successors and assigns) of the other part

WHEREAS there is vested in the Company a License granted by the Government of Bombay under the Indian Electricity Act 1910 (hereinafter referred to as the "said Act") for the supply of Electrical Energy to the Town and City of Hubli entitled "The Hubli Electric License, 1924" which License is hereinafter referred to as the "said License" and WHEREAS in pursuance of the said License the Company is already supplying electrical energy to consumers and to some of the buildings of the Munici-pality and WHEREAS it is the desire of the Municipality to light by electricity the streets in the Municipal area; firstly to light within six months the streets or parts of streets as are enumerated in Schedule "A" attached hereto showing the existing poles with their Nos. and the lamps required with their wattages and other particulars and secondly to light within eighteen months such streets or parts of streets as are enumerat-ed in Schedule "B" attached hereto, showing the proposed poles with their Nos. and the lamps required with their wattages and other particulars, a plan of such streets or parts of streets having already been prepared by the Municipality showing the positions of the existing and proposed electric poles and is attached hereto as Schedule "C" and WHEREAS in pursuance of such desire of the Municipality, the Municipality has agreed to take

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and the Company has agreed to give a supply of electrical energy from the Company for a period of ten years computed from _____ day of _____1941 under the said License or such other License or Licenses as the Company may from time to time hold and WHEREAS the parties hereto have agreed to enter into these presents for the purpose of evidencing the terms and con--ditions of such supply of Electrical Energy, IT IS HEREBY MUTUALLY AGREED as follows:-

1. The Company shall supply electrical energy for the purpose of street lighting within the area under the jurisdic--tion of the Municipality where distribution mains already exist within a period of six months from the date of this agreement; and within the remaining area covered by the Municipal limits within a period of eighteen months from the date of this agree--ment for a period which shall expire on _____and upon the terms and subject to the conditions hereinafter contained.

2. For the purpose of this agreement, the following expressions shall have the following meanings, namely :-

" Street Light" means and includes the entire apparatus required for the installation of a street light capable of being lit.

The expression "Unit" or "Unit of supply" shall mean the quantity of energy contained in the supply at the rate of 1000 watts for one hour.

"Bulb" means that component of a street light which is the immediate source of its illumination and without which a street light is not capable of being lit.

3. The Company shall at its own cost supply, erect and equip all mains, plant, cables, standards, brackets, bulbs and apparatus of the standard type to be approved by the Electrical Engineer to Government suitable for the purpose of lighting with electrical energy the streets or parts of streets mentioned in Schedule "A" (comprising the streets or parts of streets marked on Schedule "C" in yellow) within a period of six months, and in Schedule "B" (comprising the streets or part of streets marked on Schedule "C" in red) within a period of eighteen months from the date of this agreement to the requirements of the Municipa--lity on the terms and conditions hereinafter contained.

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4. The Company shall also on being so required by the Municipality undertake during the currency of this Agreement the lighting on the same terms and conditions as are herein contained (a) of any street or part of a street within the present Municipal limits and vested in the Municipality and within the area of supply of the Company not included in the Schedule "A" and "B" and (b) of any street or part of street within the said area of supply but which may prior to the commencement or during the period of this Agreement by reason of the amalgamation of any other authority or authorities with the Municipality or by reason of the extension of its boundaries or other means fall within the limits of the Municipality for the time being PROVIDED (1) that the streets so concerned become vested in the Municipality (2) that any such streets are within the area of supply of the Company, (3) that the street lights required constitute a continuous chain of lights, and (4) that no less than six calendar months' previous notice in writing of the date from which the lighting of the streets so selected shall be commenced shall be given to the Company.

5. The Company shall in accordance with Schedule "A" within six months from the date of the commencement of this Agreement light the streets to the requirements of the Municipality and in accordance with the programme hereinafter mentioned; and shall within eighteen months from the date of the commencement of this agreement after notifying the Municipality of the dates when the streets as listed in Schedule "B" are ready for lighting by electricity, and from the dates respectively so notified, light the streets and supply all electrical energy for the time being required for the lighting of thestreets to the requirements of the Municipality and in accordance with the programme hereinafter mentioned.

6. The programme of lighting to be observed in the first instance by the Company is the programme set forth in Schedule "D" hereto. The Municipality may vary the programme on giving the Company one calendar month's notice in writing of the variation

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required to be made.

7. For the widening of a street or for any other reason which the Municipality may consider sufficient the Municipality may require the Company to move a pole from one place to another and in such a case the Municipality shall pay to the Company the costs of such removal and re-erection.

8. Nothing in this agreement shall compel the Company to supply energy and light the streets, if and so far as the Company are prevented from so doing by inability or failure or refusal (such inability, failure or refusal not being occasioned by any default on the part of the Company) of any bulk supplier or suppliers from whom the electrical energy in whole or in part required for the purposes of this Agreement is derived to give supply or by cyclones, floods, storms, fire, breakdowns of - engines or machinery, civil disturbances, deliberate or mischie--vous or malicious destruction of the Company's property, act of God or the King's enemies, or any other cause (ejusdem generis or not), beyond their control.

9. The company shall likewise (subject to the proviso following) from the said dates maintain, renew, upkeep and - repair the said street lights in such a manner as to light the streets according to the programme and repair or replace all womout or burntout bulbs and do all necessary acts so as to light the street lights in accordance with the said programme and shall also undertake to switch on and off supply to the - street lights according to the said programme and the convenants on the part of the Company and the penalties hereinafter imposed in the event of default shall come into force accordingly from the date or dates hereinbefore mentioned provided that in the event of any or all of the bulbs being maliciously broken during civil disturbances the Municipality shall make good half the loss, damage or expense thereby occasioned according to prevail--ing market rates and shall pay the same to the Company on demand.

10. The Company shall as and from the commencement of the quarter next ensuing after notice being given by the Municipality

such notice t

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53-71

such notice to be in writing and to be received by the Company not less than one calendar month before the commencement of such quarter, substitute for the bulbs for the time being in use bulbs of higher or lower wattage as required by the Municipality from time to time PROVIDED the Municipality shall not be entitled to require move than 150 bulbs, of a wattage less than 30 watts or more than 60 watts changing, within any one year unless pay-ment for the same is made by them.

11. (a) In consideration of the capital expenditure incurred and to be incurred by the Company in connection with future works and the covenants on the part of the Company herein contained for the maintenance of the works for the supply of energy for the lighting of the streets as undertaken by the Company herein and all the acts, covenants and obligations on the part of the Company herein contained and on their part to be observed and performed the Municipality shall pay to the Company a fixed charge at the rate of annas four per unit consumed for street lights and energy supplied for the Municipal properties, subject to the "Fuel Clause" as laid down in this Agreement.

(b) "Fuel Clause".- The rate of annas four per unit for energy supplied for street lights and the Municipal properties shall be increased or decreased by half a pie per unit, for every completed eight rupees increase or decrease per ton over Rs.105/- per ton of fuel oil delivered at Hubli, including terminal tax.

(c) The quantity of energy supplied to the Municipality shall be ascertained by means of a correct meter or meters - installed by the Company at their sub-sta ions and the Company shall submit a bill or bills to the Municipality based on the consumption registered by such meter or meters at the beginning of each calendar month following the calendar month in which the charges have been incurred and the Municipality shall make payment of such bill or bills within fifteen days of their presentation. In the event of the Municipality delaying payment of any bills submitted to them, the Company shall be entitled to and the Muni-cipality shall pay interest thereon at the rate of 6 per cent

pto.

per annum on the amount of all bils so outstanding but the - payment of interest shall not entitle the Municipality to delay payment of the bills. If the Municipality fails to pay any of the bills for more than three months after presentation, the Company may after giving fifteen days' clear notice cut off the supply or take any other measures which the Company deems fit to recover the amount outstanding without thereby losing any of its rights under this agreemant.

(d) Should any surcharge or other tax on the cost of electrical energy be levied by Government in respect of street lighting such surcharge or the amount of any such tax shall be paid by the Municipality to the Company on demand.

(e) The Municipality shall pay to the Company in addition to the aforesaid rate rent for the meters at the rate of Rupee one per mensem per meter or such other rate approved by Govern--ment. The Company shall supply meters for the purposes of - measuring the energy. Such meters shall in the first instance be tested and sealed by the Electric Inspector, Bombay Province. The Municipality may affix their seals thereto. The testing of the meters after the first installation shall be governed by section 26 of the Indian Electricity Act, 1910.

(f) The Company shall arrange to read the meters in con--junction with the Municipal representative on the same date of each month or as near that date as possible.

12. The Municipality guarantees to take a minimum quantity of 140,000 units per annum for thestreet lights and Municipal properties when the whole of the street lighting scheme is - completed within a period of eighteen months referred to in clause 3, but during this period of eighteen months the Municipality agrees to pay the ~~maxi~~ minimum guarantee in the proportion which the total number of lamps as listed in Schedules "A" and "B" bear to the actual number of lamps working during the whole of the calendar month for which the bill for the consumption of energy is submitted, the said minimum adjustment being made at the end of the twelve months' period.

pto.

13. The Schedules and plans of the street lights the subject matter of this agreement shall be maintained by the Company and kept upto-date by them. The Municipality shall maintain a plan showing the number of wattages of the bulbs installed at the inception and such plan shall be kept upt-date by the Municipality.

14. If after having been put into commission any street light shall not be burning for two or more consecutive nights and written notice shall have been sent to the Company by the Municipality within two days specifying the street lights which have failed to burn and the information contained in such notice shall be found to be correct a penalty at therate of two annas per night per street light found not to be burning shall be recoverable from the Company, until the street light is again brought into commission provided that if any street light shall not be or shall be extinguished by or in consequence or any of the causes or occurances mentioned in clause 8 the Company shall not be liable for any penalty.

15. The Company may for special reason on any nights (not exceeding one hight in any calendar month) after giving 48 hours clear notice in writing to the Municipality leave the street lights unlighted without incurring any penalty or liability.

16. The Company shall during any monsoon cause the street lights to be lit at such time of any day as may be reasonably required by the Municipality but the Municipality shall give at least four hours previous notice to the Company that the street lights are required to be lit.

17. This agreement shall remain in force for a period of ten years as from the first day of _____. The Municipality shall be entitled to a renewal of this agreement for a period of seven years upon the expiration of the said period upon the like terms as are herein contained other than this present provision for renewal Provided the Municipality give to the Company twelve calendar months' notice in writing of the desire for such renewal but not later than one year prior

pto.

to the date on which the said period of ten years will expire And Provided also that the Company's license shall then be in force.

18. The rights and obligations of the parties hereto either under the Indian Electricity Act, 1910 and the several amendments thereto or other law or laws are ~~ex~~ not affected save and except in the manner provided for in these presents.

19. In the event of any dispute or difference arising between the Company and the Municipality relating to the mean-ing or effect of this Agreement or any matter or thing contain-ed therein or the rights or liabilities of the parties hereto thereunder the same shall save as provided by the Indian Elec-tricity Act, the rules thereunder and any other law for the time being in force, be referred to two Arbitrators one to be appointed by the Company and the other by the Municipality or an Umpire to be appointed in writing by the Arbitrators before commencing the reference and the decision of such Arbitrators or their Umpire shall be binding on the Company and the Munici-pality.

The fees and expenses of the Arbitrators and Umpire shall be borne as the Arbitrators or the Umpire may direct.

29 64

No. H.L.T.S.R.9

Office of the
Municipal Borough, Hubli.
D/- 8/11/1949.

To,

The Hon'ble Minister
For Public Works Department,
to the Govt. of Bombay, BOMBAY.

Subject:- Street lighting by electricity.

....

Sir,

I have the honour to state that the streets in Municipal Borough are not lighted by electricity - even though electric Power House is in existance since 1926. There was a dispute between Hubli Electricity Company and the Municipality on the point of street - lighting and it was not decided upto 1941.

On 17-1-41 there was an agreement (P 33) between the Administrator (Govt.administration) of this Municipality and the Hubli Electric Company in the presence of the Collector of Dharwar to refer the matter to the Govt. for arbitration. Accordingly a copy of award (P 43), dated 8-5-1941 and a draft agreement (P 45-59) were issued by the - Electrical Engineer (Arbitrator) to the Govt.of Bombay. But, unfortunately, even though several efforts were made by the Administrator of this Municipality to bring the award into force, the Company did not agree and the matter went to Court.

In the meanwhile, due to mismanagement of the Company the engines including the generating sets had all gone out of order and consequently there were no electric lighting even to the private properties and hence, the Govt. had to take over the administration of the concern in the interest of the public, which is being run even to-day.

The Municipality being very anxious to have the street lighted by electricity, has been moving the Hubli Electric Supply, P.W.D.(Govt.concern) and also the

pto.

the Govt., but due to want of new engines and generating sets, it has not been possible to get electric energy for street lighting.

Now I understand that the installation of new engines and generating sets is being completed and hence, it is expected that the Hubli Electric Supply,P.W.D. will be able to supply electric energy for lighting Municipal streets and properties in addition to the lighting of - private properties in the town.

I, therefore, request you to direct the Hubli Electric Supply,P.W.D. to give first preference to supply electric energy for lighting the Municipal streets and - properties so that long standing complaint regarding light--ing of streets will be solved once for all.

As regards the rate per unit for the supply of energy and terms and conditions, I have the honour to state that the Municipality agrees to the rate of annas four per unit as awarded by the Arbitrator and to the terms and conditions mentioned in the draft agreement prepared by the Arbitrator. In this case, I have the honour to point out that the rate of annas four per unit as awarded by the Arbitrator is subject to the fuel clause (as regards price) as laid down in the agreement and hence, there should be no objection for the Govt. (Hubli Electric Supply,P.W.D.) to fix the same rate of annas four per unit.

Early orders will be very much appreciated in this respect.

Yours faithfully,

R.H. Gondwala (M.L.A.)

President,
Municipal Borough, Hubli.

Enclrs:- Copies of
1. Agreement, dated 17-1-41.
2. Award, dated 8-5-41.
3. Draft agreement.

Copy f.w.cs.to: (1) The Hon'ble Minister for L.S.G.D to Govt. of B'bay, Bombay.
(2) The Electrical Engineer, to Govt. of B'bay, Bombay.
(3) The Dy. Engineer, Hubli Electric Supply, P.W.D., Hubli.
(4) The Collector of Dharwar, Dharwar,

3453/36/77699 & 78289.

El. Br. I,

P. W. D.

Acknowledged under
G.L. No. 3453/36-El. I, dated the
24-11-1949.

ABS.
24-11-49

24/11/49.

FOR A-S.

P.S. Secy. Act.
24/11

ISSUED
on 24/11/49: AP

8(11)
19/11

P. W. D.
File No. 3453/36.
Serial No. 77699

53 ~~65~~ 3453/36/77699

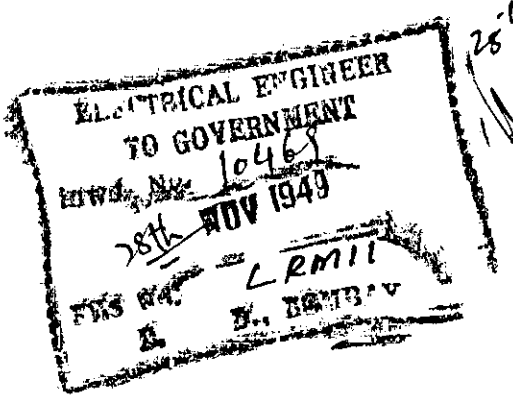
El. Br. I.

P. W. D.

The El. Engr. to Govt. may be requested to offer early remarks on the subject matter's letter within. P.P. 61-63

ASB
24-11-49.

DS.
no. Wrote to the El Engr to Govt
28th Nov 1949.



Below U.O.R.No.3453/36/77699 dat
the 28th November 1949, from Government
the Public Works Department.

======

No.LRM.11/ 7259 of 1949.

Bombay, 10th December 1949.

Returned, with compliments.

2. As soon as the two new sets of 500 K.W.each, which are already in the course of being erected, are put into commission, which is expected by the middle of February 1950, it will be poss ble to make supply available for at leas 500 street lights to start with, and the additional street lights will be lighted later on after the necessary poles and steel for the extension of mains are received. In the meantime, preliminary arrangements regarding execution of the necessary agreement for the street light ing with the Municipal Borough are being taken in hand by the Deputy Engineer in charge of the Hubli Electric Supply, and as soon as the draft agreement reaches the final stage, the same will be forwar -ed to Government for necessary approval

3. As regards the rate of supply for street lights, it is stated that the rate of annas 4 per unit, subject to the fuel clause, as awarded by the arbitrator in 1941, will not hold good now, whe the conditions have materially changed and the cost of labour and materials has increased considerably, with the result that the cost of generation at Hubli has gone higher and at present exceeds annas 4 per unit. It will not be, in the circumstances, possible to charge the rate of annas four per unit, subject

to.....

to its adjustment according to the fuel clause included in the old agreement. All the above factors will, however, be taken into consideration in fixing the reasonable rate for the street lights in consultation with the Municipal Borough and the same will be communicated to Government along with the draft agreement for final sanction. In case, however, the rate is not settled by mutual agreement, the matter will have to be decided by arbitration as required by clause XII of the Schedule to the Indian Electricity Act, 1910.

Electrical Engineer to Govt.

P.

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3453/36/84077.

El.Br.(I). P.W.D.

1061-63

The Hubli Municipality requests Govt. to make the following arrangements for supplying energy to the street lights at Hubli :-

(a) The Hubli El.Supply, P.W.D., may be asked to give first preference to supply energy to the Muny. for street lights.

(b) The energy may be supplied at the rate of four annas per unit subject to the fuel clause as mentioned in the award, dt. the 8-5-1941, given by the Arbitrator for the dispute between the former Supply Co. at Hubli and the Muny. in 1941.

2. Point (a) :- The electricity undertaking at Hubli is at present run by Govt. and the El.Engr. looks after it. That office states that two new sets of 500 kW. each are expected to be put into Commission by the middle of February 1950, when it will be possible to supply energy for lighting the streets at Hubli.

3. Point (b) :- The proposed rate of 4 annas will not, according to the El.Engr., hold good now when the conditions have materially changed and the cost of generation at Hubli has gone higher and at present exceeds annas 4 per unit. This question will be considered by the El.Engr. in consultation with the Municipality. The Dy.Engr. in charge of the Hubli El. supply has taken in hand prely. arrangements re: execution of necy. agreement for street lights with the Hubli Muny. The final draft agreement will be forwarded by the El.Engr. for the approval of Govt. Its receipt may be awaited.

4. The Muny. may be replied to as per draft put up for approval.

PKB.
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3453/36/84077.

No.3453/36-El.(I).

P.W.D.,
B.C. (Bombay No.1),
17th Jan. 1950.

To

The President, Municipal Borough, Hubli.

Subject: Street lights.

Dear Sir,

With refce. to your letter No. H.L.T.S.R.9, dt. the 8-11-49, addressed to the Hon'ble Minister for Public Works, on the above subject, I am directed to state that two new sets of 500 kW. each are expected to be put into Commission at Hubli by the middle of February 1950, when it will be possible to supply energy for at least 500 street lights to start with and ~~the~~ additional street lights will be ~~lighted~~ handed later ~~on~~ after the necy. poles and steel for the extension of mains are received.

2. As regards rates, I am ~~directed~~ to ~~state~~ say that it will not be possible to supply energy at the rate of four annas per unit, subject to its adjustment according to the fuel clause included in the old agreement of 1941, as the conditions have ~~now~~ changed materially. The cost of labour and materials has increased considerably with the result that the cost of generation at Hubli has gone higher and at present exceeds annas 4 per unit. ~~It is, therefore, expected that in fixing the reasonable rate, you will co-operate with~~ the Dy.Engr. in charge of the Hubli El.Supply, ~~who~~ has been instructed to make arrangement for execution of the necy. agreement with you for the street lights at Hubli, and to arrive at a suitable reasonable rate which is mutually agreed upon.

D.A.-Nil.

Yours faithfully,

Copy forwarded to the El.Engr. to Govt. with refce. to his No. LRM.11/7259; dated the 10-12-49, and with a request to expedite the submission of draft agreement for Hubli street lights for the approval of Govt.

PKB.
6/1/50.

No.3453/36-E1(I).

Public Works Department,
Bombay Castle (Bombay No.1),
17th January 1950.

From

The Secretary to the Government of Bombay,
Public Works Department.

To

The President,
Municipal Borough,
Hubli.

Subject:- Street lights.

Dear Sir,

With reference to your letter No.H.L.T.S.R.9, dated the 8th November 1949, addressed to the Honourable Minister for Public Works, on the above subject, I am directed to state that two new sets of 500 kW each are expected to be put into commission at Hubli by the middle of February 1950, which it will be possible to supply energy for at least 500 street lights to start with and additional street lights will be provided later after the necessary poles and steel for the extension of mains are received.

2. As regards rates, I am to say that it will not be possible to supply energy at the rate of four annas per unit, subject to its adjustment according to the fuel clause included in the old agreement of 1941, as the conditions have changed materially. The cost of labour and materials has increased considerably with the result that the cost of generation at Hubli has gone higher and at present exceeds annas 4 per unit. The Deputy Engineer in charge of the Hubli Electric Supply, has been instructed to make arrangement for execution of the necessary agreement with you for the street lights

at .....

at Hubli, and it is hoped that a suitable reasonable rate will be mutually agreed upon.

Yours faithfylly,

for Secretary to the Government of Bombay,
Public Works Department.

D.A.-Nil.

Copy forwarded to the Electrical Engineer to Government with reference to his No.LRM.11/7259, dated the 10th December 1949, and with a request to expedite the submission of draft agreement for Hubli street lights for the approval of Government.

3.
RKP
17-1-50

No.L.H.T.S.R.9. Office of the
Municipal Borough, Hubli.
D/- 2,3,195

To,

The Deputy Engineer,
Hubli Electric Supply, P.W.D.,
HUBLI.

Subject:- Street Lighting.

Sir,

I have the honour to invite your attention to the letter No.3453/36-EI(1), dated January 17th 1950 - a copy attached - from the Secretary to Govt.PWD., addressed to me and request you to let me know the - probable time by which it will be possible for you to supply electric energy for at least 500 lights to start with.

Further I have the honour to request you to let me know whether you have prepared a copy of the - agreement as instructed by the Govt., if not, when you will be able to prepare the same. In the meanwhile, please let me know the cost of the generation per unit and the probable rate per unit that you will be charging the municipality for street lighting. The schedules, award, agreement etc. have already been supplied by - this office and hence there should be no difficulty to arrive at it, at an early date.

Lastly as the Municipality has become very keen to bring about the street lighting by electricity and as I understand that the new engines are already fitted, I hope that you will take immediate action in the matter.

An early reply is requested.

Yours faithfully,

President,
Municipal Borough, Hubli.

d.:

Copy f.w.cs.to:-

1. The Secretary to Govt., P.W.D., Bombay,
2. The Electrical Engineer to Govt., Bombay,
3. The Collector of Dharwar, Dharwar,

for information with a request to expedite the Dy. - Engineer, Hubli Electric Supply, P.W.D., Hubli.

P. W. D.
File No. 3453/36
Serial No. 18447

95 ante

3453/36/18467.

El. Br. (I)

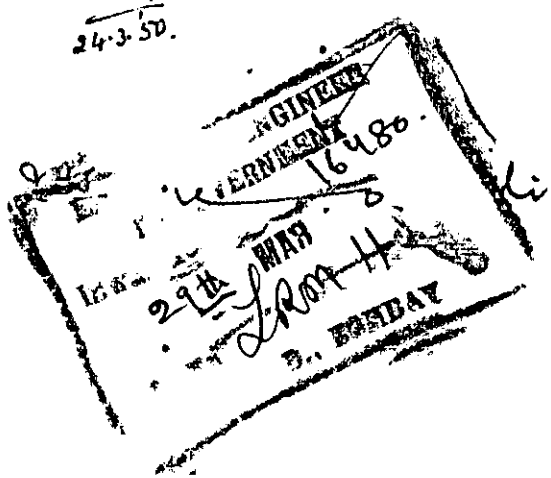
P.W.D.

Submitted for information.

2/- Pl. see the endorsement at page 74 ante. In view of that the El. Engr. to Govt. may be asked n.o. to report how the matter stands.

24.3.50.

26/3/50.



El. Engr. 28.3.50

.P 96

Returned, with compliments.

2. It is ascertained that the Deputy Engineer in charge of the Hubli Electric Supply has already forwarded the draft agreement for street lighting to the President, Municipal Borough, Hubli, for the approval of the Municipality, and as soon as it is received from the President, it will be submitted to Government for approval.

Electrical Engineer to Govt.

U.O.R.to Govt.in the P.W.D

No. LRM.11/357 dated 12th April 1950.

El.Br.(I)

3453/36/29098
P.W.D

Submitted with reference to O.N. dated 26.3.50; overleaf -
Await.

17/4/50

22/4/50.

P. W. D.
File No. 3453/36
Serial No. 29098

ELBr I
13/4

ELBr I

23/5

C.3.

19-7-7

INDIAN POSTS AND TELEGRAPHS DEPARTMENT.

No.

Received here at ___ H. ___ M.

BOMBAY 23MAY50 G.T.O.

3261

O NF HUBLI 23-29 BOMWORKS-BOMBAY

KINDLY EXPEDITE APPROVAL AGREEMENT WITH HUBLI MUNICIPAL BOROUGH REGARDING STREET LIGHTING AND ARRANGE SUPPLY ELECTRIC BULBS TO ENABLE 24 HOURS ELECTRICITY SUPPLY IMMDTLY DELAY UNUNDERSTANDABLE - CHAMBER

The sequence of entries at the beginning of this telegram is—class of telegram, time handed in, serial number (in the case of foreign telegrams only), office of origin, date, service instructions (if any) and number of words.

This form must accompany any enquiry respecting this telegram.

MGIPPAL—

3453|36|41565

El.Bor.(1) P.W.D

Acknowledged on 28th May 1950.

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25/5/50

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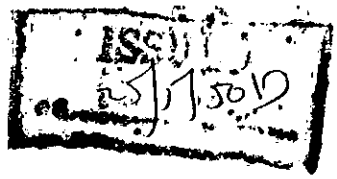
25/7/54

21/5



El Br I 21/5

3453/36
41565

I.F.

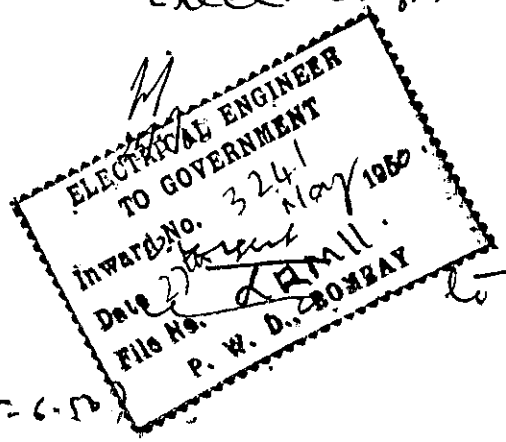
El. Par (1)

~~81~~ 79 3453/36/41565

P.W.D.

Please see o.N. 75 dated the 22-4-50.

2. The papers may be referred w.o. to the Elect. Engr. to Govt for immediate report.



JAS 25-5-50

26/5/50.

Sd.

~~3~~ 101

Below U.O.R.No.3453/36/41565 dated the 26th May 1950 from Government in the Public Works Department.

No. LRM.11/2628 of 1950.

Bombay, 18th June 1950.

Returned, with compliments.

2. The draft agreement for street lighting was lately submitted by the Deputy Engineer, Hubli, in the form of street lighting service agreement approved by Government for the Grid Department - vide Government Resolution, Public Works Department, No.9233/36 dated the 4-4-1949, with certain modifications, but as the modifications were not found to be in order, nor were they supported by justifying groun the Deputy Engineer has been asked to adopt as far as possi ble the above form of agreement and submit a fresh agreeme in consultation with the Chief Officer of the Municipal Borough, Hubli. The Deputy Engineer is being expedited in the matter and as soon as the draft agreement is received the same will be forwarded to Government for formal appro

3453/36

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P. Electrical Engineer to Govt

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TELEGRAMS: "CHAMBER"

TELEPHONE: 34.

KARNATAK CHAMBER OF COMMERCE

ಕರ್ನಾಟಕ ಚೇಂಬರ ಆಫ್ ಕಾಮರ್ಸ (ವಣಿಕ್ ಸಂಘ) ಹುಬ್ಬಳ್ಳಿ.

BRANCH OFFICE:- SAGALKOT.

MEMBER:
FEDERATION OF INDIAN CHAMBERS OF COMMERCE & INDUSTRY, NEW DELHI AND KARNATAK UNIVERSITY

HEAD OFFICE: HUBLI
KARNATAK PROVINCE
(INDIA)

MEMBER:
REGIONAL POSTS & TELEGRAPHS ADVISORY COMMITTEE, AND BOARD OF COMMUNICATIONS, BOMBAY.
M.S.M.RLY.LOCAL ADVISORY COMMITTEE (B. P.) MADRAS.

No. H-6/536 HUBLI 23rd May 1950.

Telegram. Ordinary.

- -

BOMWORKS.
BOMBAY.

- -

KINDLY EXPEDITE APPROVAL AGREEMENT WITH HUBLI MUNICIPAL BOROUGH REGARDING STREET LIGHTING AND ARRANGE SUPPLY ELECTRIC BULBS TO ENABLE 24 HOURS ELECTRICITY SUPPLY IMMEDIATELY DELAY UNUNDERSTANDABLE.

CHAMBER.

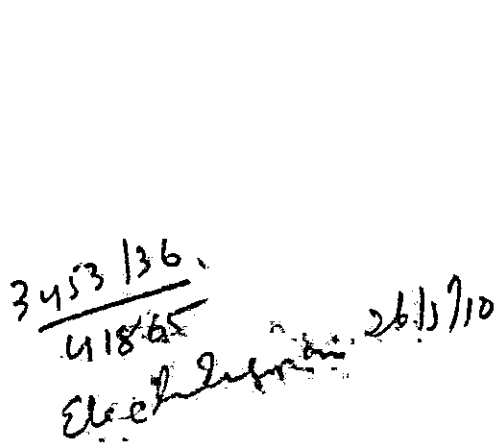
- -

Copy of telegram by post forwarded with compliments to: The Secretary to Government, P.W.D., Bombay, in confirmation.

C.W.Cs to the Stores Purchasing Officer, through the Director of Industries., Old Custom House, Fort., Bombay.

R. V. Shiv

Hony. Secretary.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41865
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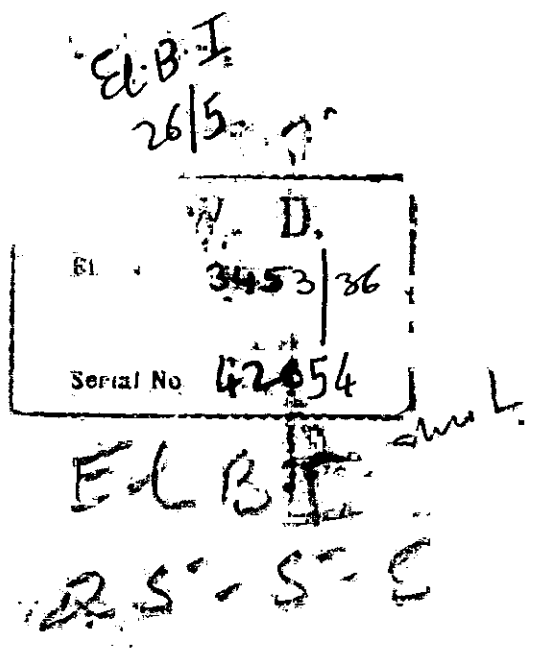
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W. D.
El. 3453/36
Serial No. 42454
E.L.B.E.
2.5" - S.E.

~~367~~ 105

El. Br. (1)

3453/36
41205 4

P.W.D.

Submitted.

2. The original telegram has been received and the papers† on the subject have been referred w.e.f. to Chief Engr. for remarks on 26-5-50. Their return may be awaited.

† 3453/36
41865

27/5/50

7/6/50

JAS

Chief Engr (9 Nov)
His letter dt. 8/6 received

-89 3453/36/44533 and 42054

107

El. Por. (1) P.W.D

p87

Resubmitted with reference to O.N. dt the 7-6-50

2. The Karnatak Chamber of Commerce p85 requests that approval to the agreement for street-lighting between Govt and Hubli, may be expedited. In this connection please see report of the Elect. Engr. on p 83 ante. It will be seen therefrom that the draft agreement is under correspondence between him and the Dy. Engr. in charge of the Hubli Ely. Supply Undertakings and it will be sent to Govt for approval as soon as it is finalised.

3. The Chamber has further requested p85 that supply of electric bulbs should be arranged to enable supply for 24 hours. The request is not understood. The Elect Engr has also offered no remarks in this connection. He may see this no. and elucidate this point.

ELECTRICAL ENGINEER TO GOVERNMENT
Inward No. 2975 15-6-1950
Date of Arrival
File No. P. W. D., BOMBAY

K 13/6/50

to H. Q. Lieut for 15: Govt

Karnatak Chamber of Commerce. No.H-6/615 of 1950.
1st Reminder. Hubli. 10th June '50.

The Secretary to Government,
P.W.D., Bombay.

Sub: Street lights at Hubli.

Ref: Your acknowledgement No:3453/36-El(1) of 25-5-1950.

Sir;

I am desired to invite your kind attention to this office telegram No:6/536 of 23-5- and to request you to expedite the sanction of the agreement & supply of bulbs without any further delay. & oblige.

Yours faithfully,
R. V. Shirur
Hony. Secretary.

EIC
1516

P W. D.
File No. 3453/36
Serial No. 481095

FPB
11-8-53

POST CARD
ADDRESS ONLY

The Secretary to Government

P.W.D.,

Sho L (Plane)

BOMBAY.

El Bor.(1) 73 11! 3453|36|48109

P.W.D

Acknowledged on 17th June 1950.

16/6/50

16/6/50

16/6

17/6

ISSUED @
17-6-50

45 113

CHAMBER" TELEPHONE: 34.

KARNATAK CHAMBER OF COMMERCE

ಕರ್ನಾಟಕ ಚೇಂಬರ ಆಫ್ ಕಾಮರ್ಸ (ವಣಿಕ್ ಸಂಘ) ಹುಬ್ಬಳ್ಳಿ.

BRANCH OFFICE:- BAGALKOT.

MEMBER:
FEDERATOIN OF INDIAN CHAMBERS OF COMMERCE & INDUSTRY, NEW DELHI.
AND KARNATAK UNIVERSITY

HEAD OFFICE: HUBLI
KARNATAK PROVINCE
(INDIA)

MEMBER:
REGIONAL POSTS & TELEGRAPHS ADVISORY COMMITTEE, AND BOARD OF COMMUNICATIONS, BOMBAY.
M.S.M.RLY.LOCAL ADVISORY COMMITTEE (S. P.) MADRAS.

No. II-6/ 626. HUBLI 14th June, 1950.

The Electrical Engineer,
P.W.D., Secretariat, Bombay.

Sub: Supply of power for street lighting at Hubli.

.....

Sir;

I am directed by my committee to draw your immediate attention to endorsement letter No: L. H.T.S.R.9 of 5-6-1950 from the President, Hubli Municipal Borough, Hubli in confirmation of his telegram of 3rd instant on the above subject and to state as below:-

The public of Hubli are painfully aware as to how the question of installing additional equipment at the Hubli Power House took years, and how at every stage of the tortuous process the public has to assert itself in the matter. At long last, power is being generated with new machines in adequate quantity but the proposal of giving power to the Hubli Municipal Borough is again being delayed. The Hubli Municipal Borough have approved the draft agreement prepared by your Department according to which power would be supplied at cost price. Government will please note that in calculating these charges over head expenses have been taken into account which in effect amounts to charging something extra. The agreement instead of receiving immediate attention in the Secretariat, was said to have been sent back to the local Engineer for revision on the basis of a profit of 10%. It is said that Government have struck on this figure on the ground that the Grid Department is also distributing power on the same basis. If so, it is certainly wrong and betrays an unrealistic attitude, and also

..2.

also ignorance of the levels of profits in the country at present. It would be pertinent to ask whether all the State enterprise in the country are earning a profit of 10%. What is the profit of the Reserve Bank of India in the last year which has been nationalised? How much profit the Government of Mysore is making in that State? How is the State Transport Corporation going on? Let the public know whether it has made any profit at all not to speak of 10%.

Government seems to forget that Electricity Supply is a public utility service, and the rate at which it is to be supplied should be calculated on realistic and reasonable basis. The approach should not be fantastically unrealistic.

The local Engineer says that without street lighting 24 hours supply cannot be made ~~fulfilled~~ and the former condition cannot be fulfilled owing to the unhelpful attitude of Government. The Municipality cannot obviously accept impracticable and unreasonable Government proposals and so the agreement cannot get through indefinetely. In the meantime, power is being wasted for want of load and the public of Hubli will suffer until realism dawns on Government.

It is earnestly requested that Government should develop a more practical and business like outlook in their approach to problems particularly those which are of a commercal nature, otherwise it is desirable to hand them over to private enterprise.

It is also requested to instruct the local Engineer to supply power for lighting on the existing poles until the question is settled between Government and Municipality through the Local Self Government Department, if found necessary. The public of Hubli should not be made to suffer indefinetely.

Yours faithfully,

R. V. Limaye

Hony. Secretary.

14/6

C.W.C.S:-

1) The Secretary to Govt. P.W.D. Bombay. ...3.T.O.

2) The Secretary to Govt. Local Self Govt. Dept. Bombay.

3453/36/48868

98 116

3) The Hon'ble D. Tivaray Mehta, Minister, P.W.D. Bombay
4) The Hon'ble Shri. N. V. Gadgil, Minister for Works Mines & Power, Govt of India N. Delhi for favour of Question necessary action.
5) The President, the Hubli Municipal Borough, Hubli. for information.

Fl. Br. (I)

P.W.D

Acknowledged under No.
3453/36-Fl.(I), dt. the 21-6-50.

Dep 19/6/50

19/6/50.

ISSUED
21 6 50

Shri Naik
21/6

EPBC
INC

D.
~~5660/36~~
3453/21
48868

Shri Naik
please

Fl Br I
16.1

Below U.O.R. No.3453/36/44533 and 42054 dated the 15th June 1950, from Government in the Public Works Department.

=====

No.LRM.11/ 3541 of 1950.

Bombay, 21st June 1950.

Returned with compliments.

2. With reference to para 3 of the Secretariat Office Note at page 89 ante, it is stated that the electric bulbs referred to by the Chamber of Commerce are meant for the Municipal Street lights and these will have to be provided by this Department as the maintenance of the street lighting will be looked after by this Department under the proposed agreement.

E1PWS
2216 of 16

P. W. D.
File L. M. 3453/36
Serial No. 5008

E & B T
21-6-50

Electrical Engineer to Govt.

3453/36/50087

P.W.D.

El. Br. (L)

Submitted (together with the communications dt. the 12-6-50 & 14-6-50, from the Karnatak Chamber of Commerce) with ref. to the O.M. dt. the 12-6-50.

2. Pl. see the endt. dt. the 14-6-50, from the Chamber of Commerce. The El. Engr. to whom the letter is addressed might have replied, by this time, to the points raised by the Chamber. If applcd. he may be requested u.o. to furnish a copy of his reply to the Chamber for the infn. of Govt. He may also be asked to expedite the Dy. Engr. in charge of the Hubli El. Supply regarding the agreement for street lighting with the Municipal Borough, Hubli.

24/6/50

24/6/50

C.-3.

INDIAN POSTS AND TELEGRAPHS DEPARTMENT.

Received here at ____ H. ____ M.

O TF HUBLI 20 34 HONBLE MINISTER P W D BOMBAY =

PRAY INSTRUCT ELECTRICAL ENGINEER TO SUPPLY ELECTRIC STREET LIGHTS ON EXISTING POLES PENDING FINALISATION DRAFT AGREEMENT STOP PUBLIC PERTURBED AT DELAY. = R H GUDAWALA PRESIDENT HUBLI MUNICIPALITY

The sequence of entries at the beginning of this telegram is—class of telegram, time handed in, serial number (in the case of foreign telegrams only), office of origin, date, service instructions (if any) and number of words.

This form must accompany any enquiry respecting this telegram.

MDHPAR—

3453/36
50287

Acknowledged
22/6/50.

Issued 22/6

Hl. Br (I).

P.W.D

This may be referred to H.Q. for immediate remarks with reference to H.M's orders overleaf.

22/6/50

22/6/50

E/Br I
22/6.

P. W. D.
3453/86

LOCAL ENGINEER
GOVERNMENT
4741 1950
6
Inward No. 22-6-50
Date
File No. 24/RM11
P. W. D. BRANCH
H.M. No. 50287

22/6/50

Immediate

H.Q. to Hl. Br (I) for 22 c.s.

Issued 23/6

(23.6.50)

Below U.O.R. No.3453/36/50287 dated the 22nd June 1950, from Government in the Public Works Department.

=====

No.IRM.11/ 3689 of 1950.

Bombay, 26th June 1950.

Returned with compliments.

2. Since the finalisation of the draft agreement is likely to take some more time, in view of the urgent demand of the Municipality and the Karnatak Chamber of Commerce, Hubli, the Deputy Engineer, I/c. Hubli Electrical Undertaking is being instructed to switch on the street lights on the existing poles as early as possible, on the condition that the Municipality undertakes to pay the charges for the street lighting at the tentative rates which may be fixed by the Deputy Engineer in consultation with the Municipality, subject to further adjustments according to the rates and charges that might be finally sanctioned in the agreement.

Electrical Engineer to Govt.

P. W. D.
" 3453/36
51347
E.E.T.
6-6-50

107 125

No.L.H.T.S.R.9.

Office of the,
Municipal Borough, Hubli.
D/- 24th June, 1950.

From,

R.H. Goodwala, Esq.,
B.A., LL.B., M.L.A.,
President, Municipal Borough, Hubli.

To,

The Deputy Engineer,
Hubli Electric Supply, P.W.D.,
H u b l i.

Subject:- Street lighting.

Sir,

Last time you sent a draft agreement for the approval of the Municipality and the General Body accepted it in toto. The same has been communicated to you and we were expecting street lighting immediately and also your final draft for signature. Will you kindly let me know why both these things have not been done so-far? May I again request you to give the street lighting by the 1st of July at the latest?

Yours faithfully,

R.H. Goodwala
President,
Municipal Borough, Hubli.

Copy f.w.cs. to :-
(1) The Electrical Engineer to the Govt. of Bombay, Bombay;
(2) Hon'ble Dr. Jivaraj Metha, Minis-ter for P.W.D., to the Govt., of Bombay, Bombay.

(sug).

for Municipality
26/6/50

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3.30

105 Pb

E1 Pm I
2616

P. W. D.
Pr. No 3453/36.

Serial No. 51386

Eb I
2616
Fd Br.

TELEGRAM.
20 - 6 - 1950.

HON'BLE MINISTER

P. W. D. BOMBAY.

PRAY INSTRUCT ELECTRICAL ENGINEER TO SUPPLY ELECTRIC STREET LIGHTS ON EXISTING POLES PENDING FINALISATION DRAFT AGREEMENT STOP PUBLIC PERTURBED AT DELAY.

R.H.GUDAWALA.
PRESIDENT HUBLI MUNICIPALITY.

No.L.H.T.S.R.9

Office of the
Municipal Borough, Hubli.
Dated 20th June 1950.

The original telegram has been passed on to P.W.D. by the M.B. Hubli vide their letter dated 20th June 1950 forwarded with compliments to the Hon'ble Minister, Public Works Department, Bombay for information and necessary immediate action in the matter.

Copy, by post in confirmation of the above telegram may therefore be bypassed at that Dept in connection. Bomb 21/6/50.

R H Gudawala
President,
Municipal Borough, Hubli.

P.W.D

P. W. D.

3453/36.

1937

125

3453/36/51387.

El.Br.(I). P.W.D.

Submitted with ref. to the orders of the H.M., on pp. /03 1/0/ ante.

2. The papers deal with the request of the Karnatak Chamber of Commerce and the Hubli Borough Municipality for expediting the supply of electricity for street lighting at Hubli. The necy. agreement to be entered into with the Municipality in this matter is under correspondence between the El. Engr. and the Dy. Engr. in charge of the Hubli Elecl. Undertaking, on the one hand and the Municipality on the other - vide pl. the note of the El. Engr. dt. the 1-6-1950. p.83

3. In view of the urgent demand of the Municipality and the Karnatak Chamber of Commerce, Hubli, the Dy. Engr. at Hubli is being instructed by the Elecl. Engr. to switch on the street lights on the existing poles as early as possible on the condition that the Municipality undertakes to pay the charges for the street lighting at the tentative rates which may be fixed by the Dy. Engr. in consultation with the Municipality, subject to further adjustments according to the rates and charges that might be finally sanctioned in the agreement.

4. The draft put up for appl. may issue.

RKP
27-6-50.

27/6/50

27/6/50

27/6

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27/6

No.3453/36-El(I).

P. W. D.,
B.C., (Bombay No.1),
29th June 1950.

To

The President,
Municipal Borough,
Hubli.

Subject:- Street lighting.

Dear Sir,

I am directed to refer to your telegram, dt. the 20-6-1950, to the address of the H.M. for Public Works, on the subject mentioned above and to state that the finalisation of the agreement for street lighting is likely to take some more time. However in view of the urgent demand for street lighting the Dy. Engr. in charge of the Hubli Elecl. Undertaking is being instructed to switch on the street lights on the existing poles as early as possible, on the condition that the Municipality undertakes to pay the charges for the street lighting at the tentative rates which may be fixed by the Dy. Engr. in consultation with the Municipality, subject to further adjustments according to the rates and charges that might be finally sanctioned by you ~~in the agreement~~.

Yours faithfully,

Asstt. Secy. to Govt.,
P.W.D.

D.A.-Nil.

Copy forwarded for information to -

the Karnatak Chamber of Commerce, Hubli (with ref. to the correspondence ending with his endt. dt. the 14-6-1950),

the Elecl. Engr. to Govt. (with ref. to his No.LRM.11/3689, dt. the 26-6-1950),

RKP
27-6-50.

H5 133

COPY.

KARNATAK CHAMBER OF COMMERCE

HUBLI 23rd May 1950.

No.H-6/536.

Telegram. Ordinary.

BOMWORKS.
BOMBAY.

KINDLY EXPEDITE APRROVAL AGREEMENT WITH HUBLI MUNICIPAL BOROUGH REGARDING STREET LIGHTING AND ARRANGE SUPPLY ELECTRIC BULBS TO ENABLE 24 HOURS ELECTRICITY SUPPLY IMMEDIATELY DELAY UNUNDERSTANDABLE

CHAMBER

Copy to:

Sd/-
Hon. Secy.

Below a copy of telegram No.H-6/536 dated 23-5-50 from the Honorary Secretary, Karnatak Chamber of Commerce, Hubli, for supply of electric bulbs, for approval.

No.SPE.Misc/B/(50-51)/ 9285
Office of the Director of Industries,
Old Custom House Yard, Fort,
Bombay 1, 26/5 June 1950.

Forwarded with compliments to the Executive Engineer, Northern Electrical Division, P.W.D. Secretariat, Bombay.

He is requested to state whether he has placed the indent in question, to this office and if so, he is further requested to state the reference No. and/date, to enable this office to take the necessary action.

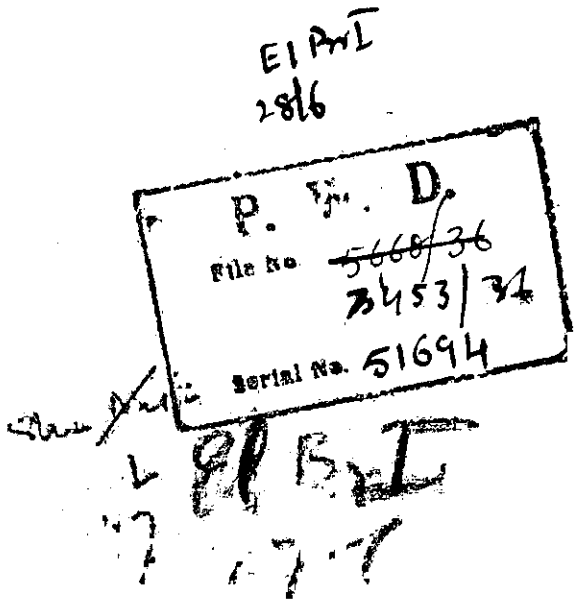
If the required electric bulbs are to be supplied directly without referring to this office, then this office may please be informed accordingly.

for Assistant Director of Industries(SP)
for Director of Industries &
Stores Purchasing Officer.

FP:20.6./
245.

p.t.o.

A copy forwarded with compliments for information to the Secretary to Government, P.W.D. Secretariat, Bombay.



TELEGRAMS: " CHAMBER "

TELEPHONE: 34

KARNATAK CHAMBER OF COMMERCE

ಕರ್ನಾಟಕ ಚೇಂಬರ ಆಫ್ ಕಾಮರ್ಸ (ವಣಿಕ್ ಸಂಘ) ಹುಬ್ಬಳ್ಳಿ.

BRANCH OFFICE:- BAGALKOT.

MEMBER:
FEDERATOIN OF INDIAN CHAMBERS OF COMMERCE & INDUSTRY, NEW DELHI.
AND KARNATAK UNIVERSITY

HEAD OFFICE: HUBLI
KARNATAK PROVINCE
(INDIA)

MEMBER:
REGIONAL POSTS & TELEGRAPHS ADVISORY COMMITTEE, AND BOARD OF COMMUNICATIONS, BOMBAY.
M.S.M.RLY.LOCAL ADVISORY COMMITTEE (B. P.) MADRAS.

No. II-6/ 626.

HUBLI 14th June, 1950.

The Electrical Engineer,
P.W.D., Secretariat, Bombay.

Sub: Supply of power for street lighting at Hubli.

.....

Sir;

I am directed by my committee to draw your immediate attention to endorsement letter No: L. H.T.C.R.9 of 5-6-1950 from the President, Hubli Municipal Borough, Hubli in confirmation of his telegram of 3rd instant on the above subject and to state as below:-

The public of Hubli are painfully aware as to how the question of installing additional equipment at the Hubli Power House took years, and how at every stage of the tortuous process the public had to assert itself in the matter. At long last, power is being generated with new machines in adequate quantity but the proposal of giving power to the Hubli Municipal Borough is again being delayed. The Hubli Municipal Borough have approved the draft agreement prepared by your Department according to which power would be supplied at cost price. Government will please note that in calculating these charges over head expenses have been taken into account which in effect amounts to charging something extra. The agreement instead of receiving immediate attention in the Secretariat, was said to have been sent back to the local Engineer for revision on the basis of a profit of 10%. It is said that Government have struck on this figure on the ground that the Grid Department is also distripating power on the same basis. If so, it is certainly wrong and betrays an unrealistic attidxie, and also

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also ignorance of the levels of profits in the country at present. It would be pertinent to ask whether all the State enterprise in the country are earning a profit of 10%. What is the profit of the Reserve Bank of India in the last year which has been nationalised? How much profit the Government of Mysore is making in that State? How is the State Transport Corporation going on? Let the public know whether it has made any profit at all not to speak of 10%.

Government seems to forget that Electricity Supply is a public utility service, and the rate at which it is to be supplied should be calculated on realistic and reasonable basis. The approach should not be fantastically unrealistic.

The local Engineer says that without street lighting 24 hours supply cannot be made ~~fulfilled~~ and the former condition cannot be fulfilled owing to the unhelpful attitude of Government. The Municipality cannot obviously accept impracticable and unreasonable Government proposals and so the agreement cannot get through indefinetely. In the meantime, power is being wasted for want of load and the public of Hubli will suffer until realism dawns on Government.

It is earnestly requested that Government should develop a more practical and business like outlook in their approach to problems particularly those which are of a commercal nature, otherwise it is desirable to hand them over to private enterprise.

It is also requested to instruct the local Engineer to supply power for lighting on the existing poles until the question is settled between Government and Municipality through the Local Self Government Department, if found necessary. The public of Hubli should not be made to suffer indefinetely.

Yours faithfully,

R. V. Limaye

Hony. Secretary.

14/6

C.W.C.'s Ltr.

... R.C.O.

1) The Secretary to Govt. P. W. D. Bombay

2) " " " Local Self Govt Dept. Bombay.

3) The Hon'ble Dr. Jivaraj Mehta, Minister, P.W.D. Bombay

4) The Hon'ble Shri. N.V. Gadgil, Minister for Works, Mines & Power, Govt of India, N. Delhi for favour of further necessary action.

5) The President, Hubli Municipal Borough, Hubli for information.

EI Pri
3016

P. W. D.
File No 3453/36.

52501

El Br.(1) ~~123~~ 14/3453/36/51694 and 52501

P.W.D.

Submitted.

2. S.No. 51694 (p 117) :- No action is necessary on the part of this office. The bulbs are meant for the Muncipal street lights and are to be provided (p 119) by the Electrical Engineer.

3 S.No. 52501 (pp 116 to 121) :- This is a copy of the Chambers letter on pp: 75 ante. A copy of the reply given to the President, Muncipal Borough, Hubli vide G.L. dated the 29-6-50; has also been endorsed to the Karnataka Chamber of Commerce in reply to ~~this~~ its letter (p 93) referred to. No action is necessary.

Record.

11/7/50

Submitted. Kindly draw the attention of the Asst. concerned to write 'S.N.' on the Letters given.

12/7/50

This L to please note & return.

12/7/50.

Six Noted 12/7/50

143
NODP/1808. 29 6/50

DIRECTORATE OF PUBLICITY.

ELECTRIFICATION OF HUBLI STREETS

The President of the Hubli Municipal Borough has issued a statement to the press declaring that the Government is delaying electrification of the Hubli streets. All the three Kannada dailies of Karnatak have taken editorial notice of the statement and have criticised the Government for the delay.

In his statement which is a catalogue of dates the President states as follows:

"The Municipality approached the Government for the supply of electricity (8-11-49) and was assured of electrification of at least five hundred poles in the first instance (17-1-1950). It was also informed by the Government that the Deputy Engineer was instructed to take up the work of drafting an agreement, as the previous Award was out of date.

The Municipality reminded the Dy. Engineer of drafting the agreement, as nothing had been heard from him (2-2-50).

The Dy. Engineer sent the draft to the Municipality for approval (8-4-50) and it was approved in a Special General Meeting (17-4-50) and the decision was conveyed to the Dy. Engineer and the Electrical Engineer.

On 12-6-50 the Electrical Engineer informed the Municipality that nothing could be done until the Agreement was approved by the Government. In the meanwhile the President sent reminders and saw both the Dy. Engineer and the Electrical Engineer and requested them to expedite the matter.

-2-3 127 195

The President was surprised to learn that the Government was contemplating to introduce new clause in the Agreement providing for 10 p.c. profit. But no such condition was intimated to the Municipality."

The NAVAYUG referring to the statement absolves the Municipality of the charge of delay and says that though the Administrative Machinery took well over six months nothing had materialised. It also disapproves of the introduction of an alleged clause providing for 10 p.c. profit. To make the fullest use of the two machines now working one has to provide them with full load. It is a lapse on the part of the Government that this aspect as also the urgency of the people's demand were not heeded, it adds. Concluding the paper urges the Government to electrify at least 500 poles for the present without looking to profit. It also endorses the memorandum submitted to the Government by the Karnatak Chamber of Commerce in this behalf. It thinks that the Electrical Engineer could have taken a decision in anticipation of the Government's approval and deprecates the time lost in waiting..

+ slip A.
Fil 3453/36
W495-97 ant

In a leaderette captioned "Inexcusable Delay" the SAMYUKTA KARNATAK says that those of the Hubli citizens who entertained high hopes when the Electric Company was taken over by the Government were being disappointed at every step. Reviewing the dates given by the President it says the delay of six months has been a loss to the Government and incovenience to the citizens. It requests the Government to inquire whether the introduction of the clause of 10 p.c. profit is proper either from the point of view of the

-2-3 127 145

The President was surprised to learn that the Government was contemplating to introduce a new clause in the Agreement providing for 10 p.c. profit. But no such condition was intimated to the Municipality."

The NAVAYUG referring to the statement absolves the Municipality of the charge of delay and says that though the Administrative Machinery took well over six months nothing had materialised. It also disapproves of the introduction of an alleged clause providing for 10 p.c. profit. To make the fullest use of the two machines now working one has to provide them with full load. It is a lapse on the part of the Government that this aspect as also the urgency of the people's demand were not heeded, it adds. Concluding the paper urges the Government to electrify at least 500 poles for the present without looking to profit. It also endorses the memorandum submitted to the Government by the Karnatak Chamber of Commerce in this behalf. It thinks that the Electrical Engineer could have taken a decision in anticipation of the Government's approval and deprecates the time lost in waiting..

+ slip A.
Fil 3453/36
W195-97 ant

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citizens' convenience or public revenues, particularly in view of the fact that the draft was accepted by the Municipality in toto. Concluding, it urges the Government to electrify the Hubli streets, "now at least".

In a note on the subject the VISHAL KARNATAK exclaims that the citizens of the "small Bombay" of Northern Karnatak have to look up to the Moon and the stars for light. The taking over of electric company by Government has held out great hopes for the Hubli citizen and it is, therefore, necessary that the Government should electrify the Hubli streets as requested by the President without waiting for the drawing up of the agreement, it adds.

C/-

A. D. P. (Kannada)

D. ..of P.

.HM. PWD'.

P. W. D. File No. S-220 Material No. 53138

CHIEF ENGINEER GOVERNMENT 5260 Date 7-1950 File No. D. W. D., BOMBAY

Below U.O.R.No.S.220/53138 dated the 3rd July 1950 from Government in the Public Works Department.

No. LRM.11/4091 of 1950.

Bombay, 4th July 1950.

Returned, with compliments.

2. The agreement submitted to the President, Hubli Municipality, for street lighting is exactly the same which has been approved by Government for agreements to executed between the Grid Authority and other Municipalities. This is very necessary, since no disparity should be allowed between such agreements, wherever Government supplies power for street lighting.

3. As regards the alleged profiteering to the extent of 10% by Government, I have to point out that, according to clause I of the Sixth Schedule to the Electricity (Supply) Act, 1948, a licensee is under obligation to adjust his rates for the sale of electricity, so that his clear profit in any year shall not as far as possible, exceed the amount of reasonable return, which is 5% free of tax, which comes to 9% gross. If, therefore, a license fails to recover his proper return from a Municipality, the burden to that extent must necessarily be passed on to other consumers, which is obviously not fair. In any case even though the energy charge is to be fixed at generated cost, plus 10%, the actual return to Government on account of street lighting is likely to be very much lower than the reasonable return stipulated by the Electricity (Supply) Act, 1948. Apart from all this, however, as pointed out earlier, in order to maintain uniformity in Government agreements, it is necessary that the Municipality should be asked to take power for street lighting on the same lines as other Municipalities who will be taking power from the Grid.

Electrical Engineer to Govt.

P.S. In this connection, the Deputy Engineer, Hubli Electric Supply is being directed to switch on the street lights on the existing poles, pending the finalisation of the street lighting agreement, - vide Government Letter, Public Works Department, No.3453/36-El.(I), dated the 29-6-1950.

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~~8 200~~
53822.

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El. Br (CI). P.W.D

The El. Engr's note overleaf is submitted with reference to the H.M's orders on p. 5 ante.

2. The draft agreement is under correspondence between the El. Engr, the Dy. Engr, Hubli the Undertaking & the Munic. & has to be agreed by Govt. In the meanwhile in view of the urgent demand for street lighting instructions have been issued to the Dy. Engr to switch on the street lights on the existing poles ~~pending~~ subject to the condition that the Munic undertakes to pay charges for street lighting at the tentative rates to be fixed by the Dy Engr in consultation with the Munic & subject to further adjustments on the finalisation of the agreement. — vide G.L. no 3453/36 El (CI), dt 29.C.50.

+ 5 D/A
F 3 : 1
P 15

5/7/50 5/7/50 I

5/7/50

5/7/50

10/7

No. LRM.11/ 5167 of 1950.
P.W.D.Offices, Churchgate Street,
Fort, Bombay(1) 5-7 July 1950.

To

The Secretary to Government,
Public Works Department, Bombay.

Subject:- Supply of power for street lighting at Hubli.

Reference: This office endorsement No.LRM.11/4091 dated the 4th July 1950.

2. I discussed this question personally with the H.M., P.W.D. and told him that the 5% return tax free amounted to nearly 9% gross when the Companies' tax was 7 annas in a rupee last year. Now this tax is reduced to 6¼ annas in a rupee and the gross profit would now, therefore, be reduced to nearly 8.4% only. Furthermore, the 10% extra charge over and above the average generated cost, includes the maintenance, operation, cleaning of lamps and fixtures and renewal and replacements of suppliers' property necessitated by any reasons, including loss or damage by theft, breakage or any other reason. The actual return to Government will, therefore, be very much less than 10% of the total cost incurred by Government for street lighting. As a matter of fact, if the total return is computed on the basis of the actual capital cost incurred by Government for the purpose of street lighting, it would be very much less than the 5% reasonable return permitted by the Act.

3. It may also be pointed out that the agreement provides that the consumers should be billed monthly for the replacements of lamps made during the month at actual ~~xxx~~ delivered cost per lamp, plus 10% to cover handling charges. These charges also are similar to those provided in the extra margin of 10% over energy charges, but curiously enough, the Municipality has not raised any objection against these.

4. The H.M.desired that I should confirm this information by a separate note, and hence this letter.

Electrical Engineer to Govt.

P.

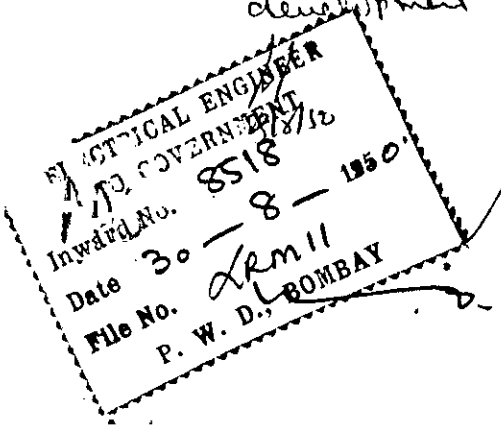
F. W. D. 34[illegible]/3
[illegible]
Serial No. 54657

El.Br.(1) 153453/36/54657

P.W.D.

Resubmitted with reference to para 2 of p 132
O.N. dated the 5-7-50.

2 The papers may be referred to Elect Engr. with a request to intimate further development in the matter.



3.8

Ti H. & L.E.N., 8 30. 8.50

Below U.O.R. No.3453/36/54657 dated the 30th August 1950, from Government in the Public Works Department.

No.LRM.11/ 7718 of 1950.

Bombay, 4th September 1950.

Returned with compliments.

2. The draft agreement in connection with the street lighting has since been submitted to Government with this office letter No.LRM.11/7520 dated 31-8-1950.

Local Engineer to Govt.

L.M.

THE HUBLI ELECTRIC SUPPLY, P.W.D., HUBLI.

Draft agreement for the Hubli Municipal Street Lighting.

AN AGREEMENT made at this day of One Thousand Nine Hundred and Fifty Between THE GOVERNOR OF BOMBAY (hereinafter referred to as "the Supplier" which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) of the one part and the Borough Municipality of Hubli, constituted under the Bombay Borough Municipalities Act, 1925 (herein-after referred to as "the Consumer" which expression shall unless excluded by or repugnant to the context include its successors and assigns) of the other part.

WHEREAS the Supplier and the Consumer have mutually agreed that the Supplier shall provide, erect and maintain street lighting installation and supply electrical energy on the roads within the Municipal limts of the Consumer, more particularly described in the plan annexed hereto, for the period and upon terms and conditions hereinafter contained.

NOW therefore these presents witness and it is hereby agreed by and between the parties hereto as follows:-

INSTALLATION AND MAINTENANCE OF STREET LIGHTING SERVICE.

1. The Supplier shall provide, erect and maintain street lighting installation initially consisting of 657 fixtures at points selected by the Supplier with the consent of the Consumer and shall equip the same with incandescent filament lamps. The Supplier shall, if sufficient funds are available, carry out the additions to the number of street lighting fixtures as may be required by the consumer from time to time. The Consumer shall give to the Supplier reasonable notice in writing of such requirements.

(vide GL — dt Mar-2-51 at p 184 post)

SIZE OF LAMPS USED.

2. All lamps fitted under this agreement shall be of 25 watts capacity except at such points where lamps of larger capacity may be specifically required by the consumer in which case the consumer shall give to the Supplier reasonable notice of the number of lamps, their exact capacity and the points where lamps of larger capacity are required.

ALTERATION TO INSTALLATIONS.

3. Whenever any alteration is required by the Consumer in the fixtures or position of fixtures, all such reasonable alterations shall be carried out by the Supplier (at the entire cost of the Consumer).

BURNING HOURS SCHEDULE.

4. All lamps fitted and in service shall have a burning schedule of not less than 2200 hours per year. The Consumer shall communicate to the Supplier every month a schedule of hours of lighting for every month at least three days before the first day of every month, and the Supplier shall during that month switch the lights on and off according to the said schedule. A minimum charge adjustment based on the wattage and minimum lighting hours will be made if the annual consumption of units is found to be less than the minimum.

REPLACEMENT OF LAMPS.

5. The Supplier shall replace burnt out lamps promptly within 24 hours from the receipt of written notice from the Consumer.

CHARGES FOR SERVICE.

6. The Consumer shall pay to the Supplier for such street lighting service charges at the rates and in the manner specified in Schedule "A" hereto.

MEASUREMENT OF ENERGY CONSUMED.

7. The quantity of energy supplied to the Consumer under this agreement shall be ascertained on a meter or meters to be intalled and maintained by the Supplier at the Power House or any other place or places which may in the opinion of the Deputy Engineer in charge of the Hubli Electric Supply be convenient. If more than one meter is used for separately measuring the energy supplied for different points the quantity of energy supplied shall be computed by adding the readings of all such meters, but if more than one meter is used for check measuring the energy supplied at one point the quantity of energy supplied shall be computed by average reading of all such meters.

READING OF METERS.

8. The readings of the meter or meters as the case may be shall be taken by the respective authorised representatives of the Consumer and the Supplier on the first day of each succeeding month between the hours of 8 a.m. and 4 p.m.

METER RENTS.

9. The Consumer shall pay to the Supplier rental for meters in accordance with the standard rates in force from time to time.

MEASUREMENT OF UNMETERED ENERGY.

10. In the case of installation where in the opinion of the Deputy Engineer, I/C.The Hubli Electric Supply it would be impracticable to instal and/or maintain a meter or where the meter reading is on the face of it incorrect, for the purposes of preparing the bills the consumption will be computed according to the rated capacity of the lamps plus 10 per cent for losses multiplied by the number of hours of use.

PAYMENT OF BILLS.

11. The Supplier shall on or before the 10th day of each calendar month deliver to the Consumer a statement or bill showing service rendered including the quantity of energy supplied during the preceding month and the amount payable therefor and the consumer shall within fifteen days from the date of delivery of such statement or bill pay such amount to the Supplier at the office of the Deputy Engineer in charge, the Hubli Electric Supply, or as may be otherwise required by the Supplier. In the event of any bill or any part thereof not being paid within such period the Consumer shall in addition to and without prejudice to the right of the Supplier to disconnect the service and other remedies of the Supplier, pay interest on the amount so remaining due at the rate of nine per cent per annum from the expiration of such fifteen days from the receipt of such statement or bill until payment. Should the Supplier be compelled to disconnect the service under the Indian Electricity Act, 1910, in consequence of the consumer's failure to pay the monthly bill for service, the amount payable by the Consumer for service rendered until the time of such disconnection shall immediately become payable to the Supplier and during the period of such temporary disconnection, the Consumer shall continue to remain under an obligation to pay the charges accruing to the Supplier under Schedule "A" hereof. The supply will be immediately resumed on receipt of the outstanding amounts.

SYSTEM OF SUPPLY.

12. The energy supplied to the Consumer shall be on the alternating current system at a normal pressure of 230 volts with a frequency of 50 cycles per second.

NON-RESPONSIBILITY FOR INTERRUPTIONS.

13. The supply of electric energy under this agreement shall be available continuously except in cases of lockouts, strikes of the employees of the Supplier, breakdown of machinery or plant FORCE MAJEURE or any other cause over which the Supplier shall have no control and in any such case the Supplier shall not be responsible for any discontinuance of the energy but shall restore the supply as soon as he reasonably can.

14. Either party hereto may determine this Agreement at the end of a period of seven years from the day of 19 or at the end of every subsequent period of three years by giving to the other three months' previous notice in writing of his intention so to do and at the expiration of such notice this Agreement shall cease and determin provided that either party to these presents may give similar notice to the other at the end of similar periods intimating desire to have the provisions hereof revised or altered together with full particulars in respect of the revision or alteration so desired and in default of any agreement between the parties regarding such revision or alteration the point in dispute shall be referred to the Secretary to the Government of Bombay, Public Works Department, whose decision in the matter shall be final and binding.

MARGINAL NOTES.

15. The marginal notes do not form part of this Agreement and shall not be referred to for construction or interpretatio

IN WITNESS WHEREOF the Electrical Engineer to the Government of Bombay has for and on behalf of the Governor of Bombay set his hand and the seal of his office and the Chief Officer of the Municipality duly authorised in this behalf by a Resolution of the Municipality passed on the day of as required by clause (c) of sub-section (3) and clause (a) of sub-section (4) of section 48 of the Bombay Municipal Borough Act, 1925, hath hereunto set his hand and the common seal of the Municipality hath been hereunto affixed in the presence of two members of the Standing Committee as required by sub-section (2) of section 49 of the said Act.

Signed, sealed and delivered by
the Electrical Engineer to the
Government of Bombay in the
presence of:-

1.

2.

Signed by the Chief Officer of
the Hubli Municipal Borough and
sealed with the common seal of
the Hubli Municipal Borough
in the presence of

1.

2.

SCHEDULE "A".

The tariff herein described includes the provision, maintenance, operation and control of the street lighting system, the electrical energy requirements, cleaning of lamps and fixtures and renewal and replacements of Supplier's property necessitated by any reasons including loss or damage by theft, breakage or any other reason.

I. INVESTMENT CHARGE:- This shall consist of interest and depreciation charges on investment in property and equipment shown in the Supplier's capital account under the head street lighting system in the town of Hubli and shall be determined as follows:-

Interest at the rate of 0.5 per cent per annum over average rate paid in the preceding year of account on the monies raised by the Supplier for his various electrification schemes.

Depreciation in accordance with the scale adopted by the Supplier for each type of asset comprising the street lighting system will be charged. This will be included in the energy charge. (See clause II below.)

II. ENERGY CHARGE The energy charges for the monthly consumption to be billed each month will be computed on the estimated all in average cost per KWH for local generation and distribution of energy for each year of accounts as may be determined by the Accountant General at the time of the audit of the Supplier's annual accounts, plus the proportion of ~~of~~ management and general establishment charges (local and headquarters) as allocated to the local power system, plus ten per centum, subject to the proviso that the rate for energy so determined shall never be higher than the standard domestic lighting rate that may be fixed for that area. The bills will be adjusted annually at the end of each year after the actual all in cost etc. is known, but pending this adjustment bills will be made out provisionally on the basis of previous year's cost of energy.

III. LAMPS RENEWALS AND REPLACEMENTS: The consumer shall be billed monthly for the replacements of lamps made during the month as per record of the number, size and type of replacements, at actual delivered cost per lamp of each type as shown in the records plus 10 per cent to cover handling charges.

169

No. LRM.11/ 7520 of 1950.
P.W.D.Offices, Churchgate Street,
Fort, Bombay(1) 31st August 1950.

To

The Secretary to Government,
Public Works Department, Bombay.

Re:- Street lighting at Hubli - Agreement in connection with --

In continuation of this office letter No.LRM.11/5167 dated the 5th July 1950, I enclose herewith the draft agreement prepared by the Deputy Engineer, Hubli Electrical Undertaking, in consultation with the President, Municipal Borough, Hubli, for favour of approval.

2. The agreement is prepared on the lines of the street lighting agreement approved by Government for the Grid Department in Government Resolution, Public Works Department, No.9233/36 dated the 4th January 1949, with suitable modifications as follows:-

(i) Clause 3 of the Agreement - The word "reasonable" has been inserted to qualify "alterations".

(ii) Clause 4 - The additional provision regarding the minimum charge adjustment based on the wattage and minimum lighting hours is made, as it appears to be necessary.

(iii) Clause I of Schedule "A" - Depreciation is not proposed to be billed separately every month, but it will be included in the cost per unit as determined by the Accountant General, Bombay, under clause III of the Schedule.

3. It is proposed to charge the Municipality for street lighting consumption only a provisional rate of annas five and pies six per unit, subject to adjustment after the close of the financial year according to the cost of energy that would be determined under clause III of Schedule "A".

4. The terms of the draft agreement are acceptable to the Municipality, except the 10% increase stipulated in clause II of Schedule "A" - vide in this connection this office endorsement No.LRM.11/4091 dated the 4th July 1950 and my letter referred to above.

5. As the supply for street lighting has already been commenced, Government may be pleased to approve the draft agreement at a very early date.

P. Electrical Engineer to Govt.

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71954

15 ~~2~~ 171

3458|36|71954

El.Bor.(1)

P.W.D.

Submitted.

2. The main papers on the subject have been referred u.o. to Elect. Engr. on 30-8-50. Their return may be awaited.

7/9/50

7/9/50

El.Por(1) 3453/36/71954 and 73104.

P.W.D

Resubmitted with reference to o/n. 150 of the 9-7-50

2 The Elect. Engr has submitted 169 for approval of Govt, the draft agreement 57-167 prepared by the Dy. Engr., Hubli Undertaking in consultation with the President, Municipal Borough, Hubli. It is prepared on the lines of street lighting agreement approved by Govt. in G.R. No 9233/36, dated the 4-4-39, with suitable modifications as suggested at A on pp 169 ante. Attention is invited to para 4 of the Elect Engr's letter 169 wherein. It seems that the municipality objects to the increase of 10% as stipulated in clause II 167 of schedule "A". The reasons given by the Elect. Engr. for this increase of 10%. will be found on pp 169-151 ante and may be accepted. The draft agreement pp 157-167 is in order and may be approved in o/o. (consultation with the Fin. Debt. & R.L.A. Labour, ~~Draft agreement~~ may be shown o/o to Elect. Engr. with a request to obtain the concurrence of the municipality.

A

...NCE DEPART...
...No PWRI
...to 6/10/50
...dt. 1005 1002944
...50
3-10-50

4/10/50

Fin Debt & R.L.A.

4-10-50

Finance Dept

Seen and passed on to

Mr R.L.A.

N.V.4

24/X/50

25

25-10-50.

Mr R.L.A. 27/X/50

2438
31/10/50

+A 175

Legal Department.

P157-167

The draft Agreement as slightly amended is in order.

El. Br. I
8.11
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3453/26 9/1951

I & E I

BM.
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7 11 - 5-C.

Solicitor to Government.

U.R. to P.W.D. No. 15508, dated the 6th November 1950.

~~45~~ 1-79

3453/36/91951

El.Br.(I). P.W.D

Submitted with reference to O.N. P155

dated the 4-10-50.

2. The Elect. Engr. to Govt. may be addressed as per draft P161179 put up for approval

27/11/50

28/11/50

D.S.

Secy. 29/11/50

H.M.

29/12

1/12/50

5-15

1/12
12

199 Gen.

Letter 3453|36|91951.

P.W.D.

B.C., (Bombay N.I.)

5th ~~Nov~~ Dec. 1950

No. 3453|36-E1(I).

To

The Electrical Engineer to Govt.

Subject: Street Lighting at Hubli - Agreement in connection with.

Reference: Your letter No. LRM 11|7520, dated the 31-8-50. p 151

2. Govt. approves ~~of~~ the enclosed draft agreement pp 157-167 to be entertained ~~into~~ with the Municipal Borough, Hubli, regarding street-lighting at Hubli. You may now proceed with for its execution. ~~with the municipality.~~

By order of the G. of B.

Asst Secy. to Govt.

DA.—
Draft agreement
/
pp 157-167
To be
lighting

Copy, with copy of draft agreement pp 1-11, referred to forwarded to —

the Fin. Deptt.,

the A.G. Bombay (thro' Fin Deptt.),

for information.

DA
8/12/50

Exhibit 27.

Orders after consideration with reference to the enclosed draft agreement between the Municipal Borough of Hubli and the Government of Bombay in connection with the Street Lighting at Hubli can be issued.

4/12

187

No. LRM11/12029 of 1950-51.
P.W.D.Offices, Churchgate Street,
Fort, Bombay(1) 3rd January 1951

To

The Secretary to Government,
Public Works Department, Bombay.

Re:- Street lighting at Hubli - Agreement in connection with --

Reference: Government letter, Public Works Department No.3453/36-El(1) dated the 5th December 1950. p 129

2. With reference to clause 1 of the agreement received with the Government letter quoted above, I have to point out that the Municipality is pressing for additional street lights to be erected within its limits; but the work has been held up for want of funds required for the extension of street lighting mains. If the present agreement is executed, the Municipality is bound to serve a notice for the necessary extension of street lights, and if no funds are available, it will not be possible to comply with the Municipality's request. It is, therefore, suggested that the Remembrancer of Legal Affairs may please be requested to amend clause 1 of the draft agreement, so as to avoid any litigation between Government and the Municipality. p 157-167

p 157-167

Electrical Engineer to Govt.

P.

1 c 3

3453/36/893

P.W.D.

El. Bor. (I)

Submitted with reference to G.L. dated the 8-12-50.

2 In the circumstances stated by the Chief Engr., the papers may be referred to T.L.A. with a request to amend suitably clause 1 of the draft agreement.

20/1/51

THE SOLICITOR TO GOVERNMENT
IN LEGAL DEPARTMENT
File No. 707
Subject No. 241/51
Branch
BOMBAY

L. D.
23 JAN 1951

K 24/1/51

DS

To T.L.A. 23-1-51

RSN 24/1

185

Legal Department.

The words "if sufficient funds are available" may be added after the words "shall" in line 5 of clause 1. P.157.

Solicitor to Government.

U.R.to P.W.D.,No.1867 , dated the 31st January 1951.

MRP.
30/1.

E1(1)
31/1

3453/3GII.

9579.

12

3453/36-II
9579

El.Br.(I).

P.W.D.

Submitted with reference to the O.N dated the 20-1-1951.

2. The amendment suggested by the TRLB may be accepted. The draft put up may issue, if approved.

27/1/51.

kj 5/2/51

DS.

Secy.

H.M.

X6/2

7/2
11/2

6/2/51

Jnm 6/2/51.

Letter 3453/36-II/9579

P.W.D.

B.C., (Bombay No I)

No. 3453/36-II-El(I) 9th Feby 1951

To

The Electrical Engineer to Govt.

Subject: Street lighting at Hubli -
Agreement in connection with

Reference: Your letter No. LRM 11/12029, dated the 3-1-1951.

2. On the circumstances explained in your letter [clause 1 of the draft agreement may be modified by inserting in line 5 the words "if sufficient funds are available" after the word "shall".

D.A. nil.

By order of the G. of B

Asstt. Secy. to Govt.

Orders issued after consultation with Finance Department. Notes remain with this Department and can be seen when required.

Copy forwarded for information to—

The Fin. Deptt.,

The A.G. Bombay, ~~& thro' the F.D.~~

with reference to G.E. No 3453/36-El(I), dated the 5-12-50.

ISSUED 10/2/51

10/2/51

Reply addressed to:-

191 THE EXAMINER OUTSIDE AUDIT DEPARTMENT.
Bra[illegible]ccountant General, Bombay,
Universal Assurance Building, Annexe,
Sir, P. M. Road, BOMBAY No. 1

No.O.A./8736 12 FEB 1951

To

THE SECRETARY TO THE GOVERNMENT OF BOMBAY,
PUBLIC WORKS DEPARTMENT,
BOMBAY.

SUBJECT:- Street Lighting At Hubli ----
Agreement in connection with ------

Sir,

P 167

I have the honour to invite a reference to clause II of Schedule "A to the draft agreement to be entertained with the Municipal Borough, Hubli regarding street lighing at Hubli sent as an enclosure to Public Works Department letter No.3453/36-El(I) dated 5-12-1950 addressed to Electrical Engineer P 179 to Government (copy endorsed to this Office) and to state that it is provided therein that the energy charge will be computed on the basis of the estimated all-in average per KWH for local generation and distribution of energy for each year of accounts as may be determined by the Accountant General at the time of audit of the Supplier's annual accounts. The all-in average cost referred to in this clause is not worked out by this Office at the time of audit. The audit of the accounts of Electricity undertaking done by this Office is only a test-check of the accounts and this audit is taken up annually or sometimes later even when the accounts are made available to audit. The various items that should be taken into account in arriving at the all-in average cost, may please be determined and clearly laid down by Government. The Deputy Engineer in charge of the Hubli Electricity undertaking should be directed to work out the rate on the basis of the annual accounts and forwarded to this office a statement showing the calculation of the all-in average rate along with the annual statements of accounts for audit. He should also be instructed to preserve the working sheets and make them available to the Auditors at the time when the local audit of the accounts of the company is taken up by this office. Any discrepancies in the calculation of the rates noticed in the course of audit will be embodied in the Audit Reports for necessary elucidation or rectification. I would, therefore, request that steps may kindly be taken to amend Schedule "A" to bring out the position explained above.

Yours faithfully,

B.Venkataraman 12/2

B.Venkataraman.
EXAMINER OUTSIDE AUDIT.
ACCOUNTANT GENERAL'S OFFICE. BOMBAY.

vwg/12.11

17: 3453/36/13945

El.Bor.(I) P.W.D.

Letter P171 dated the 12-2-1951 from the A.G. Bombay, is submitted with reference to G.L. P179 dated the 5-12-1950.

2. The Elect. Engr. to Govt. may be requested P167 to amend schedule "A" to the draft agreement P157/166 in the light of the AG's remarks.

16-3-1951
File No. LR1411
P. W. D., BOMBAY

16/3/51

to El. Engr to Govt

16/3/51

SCHEDULE "A".

The tariff herein described includes the provision, maintenance, operation and control of the street lighting system, the electrical energy requirements, cleaning of lamps and fixtures, and renewal and replacement of Supplier's property necessitated by any reasons including loss or damage by theft, breakage or any other reason.

I. Investment Charge. - This shall consist of interest and depreciation charges on investment in property and equipment shown in the Supplier's capital account under the head street lighting system in the town of Hubli, and shall be as follows:-

Interest at the rate of 3.5 per cent per annum.

Depreciation at the rate of 3.72 per cent per the asset comprising the street lighting system. (See clause II below).

II. Energy Charges. - The energy charges for the monthly consumption to be billed each month will be computed on the estimated all-in-average cost per K.W.H. for local generation and distribution of energy for each year of accounts, determined in accordance with Schedule "B" hereto, by the Deputy Engineer-in-Charge, the Hubli Electric Supply Undertaking, plus ten per centum, subject to the proviso that the rate for energy so determined shall never be less than the standard domestic lighting rate that may be fixed for the area, and the above average rate shall be subject to the variation on the basis of the rate to be finally determined by the Accountant General, Bombay, at the time of the audit of the annual accounts of the Undertaking.

The bills will be adjusted annually at the end of each year after the actual all-in cost, etc. is known, but pending this adjustment, bills will be made out provisionally on the basis of the previous year's cost of energy.

III. Lamp Renewals and Replacements. - The consumer will be billed monthly for the replacements of lamps made during the month as per record of the number, size and type of replacements at the delivered cost per lamp of each type, as shown in the stores, plus .10 per cent. to cover handling charges.

SCHEDULE "B".

The following items shall be taken into account in determing the all-in average cost per K.W.H.on the basis of the annual accounts

Cost in annas per unit generated:

a) (1) Fuel.

(2) Oil, Waste, Water, Engine Room Stores, etc.

(3) Wages and salaries, excluding management, (generation and distribution, excluding public lamps).

(4) Repairs and maintenance (generation and distribution, excluding public lamps).

(5) Rent, Rates and Taxes.

(6) (a) Management, office allowances, salaries (other than Col.3), office and legal expenses.

(b) Incidental and overhead charges (other than capital charges) e.g. depreciation, insurance, income-tax, interest, etc., which cannot be properly included under any ~~either~~ of the heads.

~~b) Establishment charges of Headquarters at 3½% on the average cost per K.W.H. worked out as per above items.~~

STREET LIGHTING SERVICE.

The Government have approved vide G.R.P.W.D.No.9233/36. dated 4th April 1949 that the street lighting service shall be rendered to the municipalities and local bodies on the cost ~~EM~~ plus basis. A standard form of agreement has been provided and the manner of determining the charges to be levied by the Grid Department for such service has been specified as per schedule "A" attached to the agreement, copy of which is attached hereto for your information and record.

It will be noted from the Schedule to the Agreement that the local bodies are to be charged separately for interest and depreciation on the investment in property and equipment provided for the street lighting service. The investment on account of street lighting service is to be determined in accordance with the basis approved by C.E. and E.C. on 28-2-1950, a copy of which is attached hereto for your information and guidance. It is suggested that for all the towns and villages where street lighting service is provided by this Department, separate accounts may be maintained on the lines approved in the attached note for s-treet lighting service. Any extensions or modifications to the street lighting system originally laid out is also to be reflected in the capital cost incurred for street lighting service from time to time.

Sd/- H.R.Vajifdar.
28.2.50.
Executive Engineer (Commercial).

HBK/25.X.50.

"D"

Determination of investment on account of Street Lighting.

The order to determine the items debitable to street lighting account, the basis suggested is that, whatever cost that would not have been incurred if no street lighting were provided, may be taken into account as investment on account of the street lighting service. As approved by Government, the service for street lighting is to be rendered on cost plus percentage basis. In respect to street lighting service, the municipality is virtually a partner in this particular class of business of this Department . If the above basis is approved, the cost of the following items may be debited to the street lighting account.

1) Street light fixtures complete erected including the pipes and wiring connecting the lamp from the mains.

2) Street light switch wire complete erected. (As regards the cost of erection the difference between the rate for erecting a five wire circuit and four wire circuit may be taken as the rate for erecting the street lighting wire).

3) Insulators for switch wire complete erected.

4) Proportionate cost of the cross arms and the clamp. (The proportion may be determined on the basis of the number of wires running on the cross arm i.e. where two wires are running on the cross arm 50% may be charged to the street lighting and in the case of four wires running on the same cross arm 25% may be charged to the street lighting service account).

5) The switches, fuses and meters provided in the power house and/or substation including its wiring and any change over switches for controlling the street lighting circuits. Any separate panel provided for the purpose may also be included in the above.

6) The cost of street light cable from the switch board in the power house and/or substation to the line structure.

7) The cost of the pole complete erected if a pole is laid for providing street light only in an isolated place. e.g. at burning ghat or a jetty where normally the Department would not provide or extend its lines due to inadequate load.

8) The cost of transport, insurance, etc. on all the above items.

Note:- The erection charges should include cost of labour, local transport, supervision and overheads.

If approved, the above will be used as a standard basis for determining the cost of street lighting service to be provide in the various towns and villages under the grid schemes.

Id/- H.R.V.
25.2.50.

C.E. Id/- T.J.M.
28.2.50.

E.C.Id/- P.B.A.
28.2.50.

3776 HBK/25.X.50.

Below U.O.R.No.3453/36/13945 dated [illegible]
from Government in the Public Works Departm[illegible]

No. LRM.11/ 7584 of 1951.

Bombay, 8th October 1951.

Returned, with compliments.

2. An amended Schedule "A", embodying the suggestions of the Examiner, Outside Audit, at page 191 ante, is enclosed. The Schedule is amended in consultation with the Executive Engineer (Commercial) of the Electric Grid Department, as the proposed agreement is prepared on the basis of the agreement for street lighting service as approved by Government for that Department vide Government Resolution, Public Works Department, No.9233/36 dated the 4th April 1939. The investment on account of street lighting is accordingly proposed to be determined in accordance with the basis approved by that Department, vide copies attached marked "C" and "D", and for the purpose of determining the investment charges, the average rate of interest is taken as 3% and the total rate of 3.5% per annum is proposed to be charged on the assets which make up the street lighting system. Similarly, the depreciation charge is proposed to be determined in accordance with the basis approved by Government - vide letter No.3556/48-El(I) dated the 24th March 1951, addressed to the Chief Engineer, Bombay Electric Grid. It is suggested that the amended Schedule "A" be finally approved, after it is scrutinied by the Accountant General, Bombay.

3. It is also proposed that the condition 2 of the draft agreement be amended by substituting the word and figures "25 to 30" for the figure "30" occurring therein, as the lamps of 30 watts are not at present available in the market.

Electrical Engineer to Govt.

P.

n dr. P.W.D

p.203

The El. Engr's No. ∠RM 11/7584 dt. the 8-10-51, is submitted with ref. to the p.191 O.n. dt. the 13-3-51.

2. As proposed by the A.G., Bombay, in p.191 his letter No. O.A./~~3473~~, dt. the 12-2-51, the El. Engr. has now p.203 submitted an amended p.195 Schedule "A". These papers may now be referred up to the A.G., Bombay, with a request to state p.195 whether the amended Schedule "A" is in order or not.

24-10-51.

38026

D.S (I.N.E)

U.O. to the A.G., Bbay, dtj-11 Oct (51).
(with f.c. No. 3556/48 f.)

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Returned with compliments to the Govt. in the P.W.D.

2. A scrutiny of the revised schedules 'A' and 'B' shows that the words 'This will be included in the energy charge' occuring in original clause I of schedule 'A' (Under the head Depreciati have been omitted. These words are necessary in order to make the position clear. The rate of depreciation viz. 3.72 per cent mentioned in Clause I of Schedule 'A' appears to be based on a life of 25 years while from Govt. letter No.3556/48.E(I) dt. 24.3.51 referred to in the U.O. reply of the Electrical Enginee No.LRM/11/7584 dt. 8.10.51 it is seen that a life of 20 years w assigned to the Street lighting system. It is therefore not cl how the rate of 3.72 % was arrived at. To write off 90% of the original cost of street lighting system over the prescribe period of 20 years (vide para VI(i) of the Sixth Schedule) the ra of depreciation will be 4.5% and not 3.72%.

3. Again it is not clear why in arriving at the cost pe unit of energy supplied to the Municipality depreciation on the street lighting syst is to be taken into account. Charges on account of Deprec of all the assets of the undertaking used for the genera distribution of energy (and not merely of the street li system alone) have to be taken into account in arriving unit cost.

4 Similarly interest has to be calculated on the Ca at charge and not merely on the original cost of th lighting system alone.

The rate of 3.5% for the calculation of int the minimum. This rate should be subject to revis average rate of interest on capital outlay/exceeds th fixed by Govt. eve

5 In schedule 'B' the expenditure under items (3) a excludes the expenditure on 'Public lamps' presumably cost of renewals and replacements of lamps is to be separately (vide clause III(1) Schedule A) It may however be poin that the 10% for handling charges may not be adequa the cost of staff employed on street lighting. For repairs and maintenance of poles, overhead lines e

been provided for.

6. p.197 Schedule "B" -
Item 6(b)-
Income Tax -

It seems that the Hubli Electricity undertaking, having been taken over by Govt. is not liable to pay income tax.

Interest -

It may please be clarified whether the item "interest" mentioned in this p.197. clause represents interest paid on consumers deposits, loans etc. i.e. interest other than the interest paid on capital investment.

Under incidental and overhead p.197 charges the following may be added between the words "interest and "etc.".

Cost of supervision, audit fee, bad debts, miscellaneous"

7. It may be provided in a footnote to Schedule 'B' that p.197. the cost per unit will be arrived at by dividing the total cost as detailed ~~about~~ above (i.e. in p.147 schedule 'B') by the total number of units ~~generated~~ generated.

29.11.57.

Asstt: Examiner, Outside Audits,
Accountant General's Office, Bombay

To Govt. in the P.W.D., Bombay.
No. 10.16 dated the 29th November 1951

K 30/11

Item 7 of 30/11(5)

P. W. D.
No. 3453/36
Form No. 1042-30

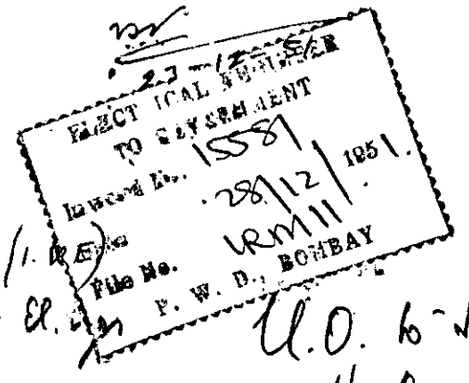
207 3453/36/104230.

P. W. D.

K Br.

The A. J., Bombay's ltr. No. O. A./100/6, dt. the 29-11-51, f/s. 205-206. is submitted with ref. to the o. n. dt. the 24-10-51. f/s. 204.

2. These papers may be referred w. to the El. Engr. with a request to submit ~~for~~ for Govt.'s approval an amended Schedule "A" and "B" in the light of the suggestions made by the A. J., Bombay, vide f/s. 205-206. and in consultation with the C. E., B. E. J., if necessary.



D.S./1. R.E.
Ltr. to El. Engr.

U.O. to the El. Engr. & Genl. dtd. 28th Dec. 1951 (with file No. 3558/48)

Below U.O.R. No.3543/36/104230 dated the 28th December 1951 from Government in the Public Works Department, Bombay.

CHIEF ENGINEER
BOMBAY ELECTRIC GRID, BOMBAY
Inward No. 1163 2204
Date 1573

No.LRM-11/1435 of 1951-52

P.W.D.Offices Churchgate St.,
Bombay 15th March 1952.

Returned with compliments, through the Chief Engineer, Bombay Elec. Grid.

pp. 205-206

2/- The following remarks are offered on the suggestions made by the Accountant General, Bombay.

p. 205.

1). Para 2:- The words "this will be included in the energy charge" occuring in the original clause I of Schedule "A" have been omitted as investment charges are to be charged separately for interest and depreciation on the investment in property and equipment provided for street lighting service (vide page No. 199 of the file) and are not to be included in the energy charge. The above words are also omitted in the copy of the draft agreement recently approved by Government for the Grid Department a copy of which is attached herewith for ready reference.

D p. 167.

The life period of street lighting system is taken as 20 years and the depreciation rate of 3.72 % from the said period was supplied by the Executive Engineer (Commercial) Grid Department, who has since confirmed, when he was contacted by the Deputy Engineer, Hubli that the rate given by him is correct.

In order to make the matters more clear regarding "Interest" and "Depreciation" under the item "Investment charge" the original wording of the approved draft is retained in the Schedule inserted notes in clause I of the schedule giving the necessary clarification regarding the rates etc.

p. 205.

2). Paras 3 & 4:- The items "Depreciation & Interest" mentioned under incidental and overhead charges in item 6(b) of Schedul "B" are to be calculated on all the assets and capital investment respectively of the undertaking, excluding the street lighting system, which is already taken into accounts under investment charges in Schedule "A". These points have now been made clear in the above schedule.

x 1, 197

pp. 205 - 206.

3). Para 5:- The additional 10 % cost under handling charges is required to cover the cost of labour required for renewal and replacement of lamps. These charges are considered adequate to cover the above expenses. The account regarding the cost of repairs and maintenance of the street lighting system will not be kept separately but such repairs and maintenance will be carried out along with the repair and maintenance work of the distribution system. The cost of repairs and maintenance of the street lighting system will be met from the additional 10% charges recovered from the Municipality on the monthly consumption of energy charges (vide clause II of Schedule "A") and these charges are considered to be adequate to cover the expens

p. 206.

4). Para 6:- The presumption made by the Accountant General, regarding income tax is correct. The item "interest" mentioned ~~mentioned~~ under item 6(b) of Schedule "B" represents the intere paid on capital investment only as no interest is given on consumers' deposits, loan etc.

3/- The schedules "A" and "B" amended in the light of the suggestions made by the Accountant General, Bombay are attached herewith for further disposal.

EE(Com) 1573

Electrical Engineer to Govt.

SCHEDULE "A"

The tariff herein described includes the provision, maint ance, operation and control of the street lighting system, the electrical energy requirements cleaning of lamps and fixtures a renewal and replacement of supplier's property necessitated by any reasons including loss or damage by theft, breakage or any other reason.

1). INVESTMENT CHARGE:- This shall consist of interest and depreciation charges on investment in property and equipme shown in the Supplier's capital account under the head street lighting system in the town of Hubli and shall be determined a follows:-

- INTEREST at the rate of 3.5 per cent per annum average rate paid in the preceeding year of account on the mon raised by the supplier for his various electrification schemes

NOTE:- The average rate is taken 3 % and the total rate of interest will be 3.5 % per annum which will be t minimum and will be subject to revision if the average rate of interest on capital outlay fixed by Government every year exce this rate.

DEPRECIATION in accordnce with the scale adopte by the supplier for each type of asset comprising the street lighting system. One twelfth of the total annual charge so computed shall be billed monthly and the whole shall be adjust annually.

NOTE: A life of 20 years is assigned to the street lighting system and Depreciation at the rate of 5 pe cent will be charged on assets comprising the street lighti system.

14.5 %

2). ENERGY CHARGES:- The energy charges for the monthly cons tion to be billed each month, will be computed on the estimate all-in-average cost per K.W.H., for local generation, and dist bution of energy for each year of accounts, determined in acco ance with Schedule "B" hereto by the Deputy Engineer, In-Charg Hubli Elec. Supply, Undertaking, Hubli, plus ten percentum, subject to the proviso that the rate for energy so determined, shall never be higher than the standard domestic lighting rate that may be fixed for that area, and the above average rate sh be subject to variation on the basis of the rate to be finally determined, by the Accountant General, Bombay, at the time of annual Audit.

The bills will be adjusted annualy at the end c each year after the actual all-in cost etc., is known, but pending this adjustment bills will be made out provisionally the basis of previous year's cost of energy.

3). LAMPS RENEWALS AND REPLACEMENTS:- The consumer shall be billed monthly for the replacement of lamps made during the month as per record of the number, size and type of replaceme at actual delivered cost per lamp of each type, as shown in th records plus 10 per cent to cover handling charges.

SCHEDULE "B"

The following items shall be taken into account in determining the all-in average cost per K.W.H. on the basis of annual accounts.

Cost in annas per unit generated:-

a) (1) Fuel

(2) Oil, Waste, Water, Engine-room, Stores et

(3) Wages and salaries excluding management (Generation, Distribution and public lamps).

(4) Repairs & Maintenance (Generation, ~~Distribut~~ ~~excluding~~ and public lamps) excluding expenditure on lamp renewals and replacements referred to in para. 3 of Schedule "A"

(5) Rent, rates and taxes.

(6) (a) Local management, Office allowances, Salari (other than col.3) office and Legal Expenses.

b) Incidental and overhead charges (other than capital charges) e.g. depreciation (on all the assets of the Undertaking excludin street lighting system) Insurance, interest (on capital investment, excluding street lighting system) cost of supervision, Audit fee, bad debts, miscellaneous etc. which cannot be properly included under any of the heads.

The cost per unit will be arrived at by dividing the total cost as detailed above (i.e. in Schedule "B") by the total number of units ~~generated.~~ sold.

Note :- The rate at which interest will be charged will be the same as that prescribed in para. 1 of Schedule "A". p. 213

AN AGREEMENT made at

this the day of one thousand nine hundred and between THE GOVERNOR OF BOMBAY (hereinafter referred to as "the Supplier" which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) of the one part and the Municipality of constituted under Borough Municipality Act, 1925, (hereinafter referred to as "the consumer" which expression shall unless excluded by or repugnant to the context include its successors and assigns) of the other part.

WHEREAS the Supplier and the Consumer have mutually agreed that the Supplier shall provide, erect and maintain street lighting installation and supply electrical energy on the roads within the municipal limits of the consumer, more particularly described in the plan annexed hereto for the period and upon terms and conditions hereinafter contained.

Now, therefore, these presents witness and it is hereby agreed by and between the parties hereto as follows:-

Installation and maintenance of street lighting service.

1. The Supplier shall provide, erect and maintain street lighting installation initially consisting of fixtures at points selected by the Supplier with the consent of the Consumer and shall equip the same with incandescent filament lamps. The Supplier shall carry out the additions to the number of street lighting fixtures as may be required by the Consumer from time to time. The Consumer shall give to the Supplier reasonable notice in writing of such requirements.

Size of lamps used.

2. All lamps fitted under this Agreement shall be of 40 Watts capacity except at such points where lamps of larger capacity may be specifically required by the

P.T.O.

Consumer in which case the consumer shall give to the Supplier reasonable notice of the number of lamps, their exact capacity and the points where lamps of larger capacity are required.

Alteration to installation.

3. Whenever any alteration is required by the Consumer in the fixtures or position of fixtures, such alteration shall be carried out by the Supplier at the entire cost of the Consumer.

Burning Hour Schedule.

4. All lamps fitted and in service shall have a burning schedule of not less than 2200 hours per year. The Consumer shall communicate to the Supplier every month a schedule of hours of lighting for every month at least three days before the first day of every such month and the Supplier shall during that month switch the lights on and off according to the said schedule.

Replacement of lamps.

5. The Supplier shall replace burnt out lamps promptly within 24 hours from the receipt by the Resident Engineer, of written notice from the Consumer.

Charges for service.

6. The Consumer shall pay to the Supplier for such street lighting service charges at the rates and in the manner specified in Schedule A hereto.

Measurement of energy consumed.

7. The quantity of energy supplied to the Consumer under this Agreement shall be ascertained on a meter or meters to be installed and maintained by the Supplier at the Power House or any other place or places which may in opinion of the Chief Engineer, Bombay Electric Grid or his authorised representative, be convenient. If more than one meter is used, for separately measuring the energy supplied for different points the quantity of the energy supplied shall be computed by adding the readings of all such meters, but if more than one meter is used for check measuring the energy supplied at one point the quantity of energy supplied shall be computed by

P.T.O.

reading of all such meters.

Reading of meters.

8. The readings of the meter or meters as the case may be, shall be taken by the respective authorised representatives of the Consumer and the Supplier on the first day of each suceeding month between the hours of 8 a.m. and 4 p.m.

Meter Rents.

9. The Consumer shall pay to the Supplier rental for meters in accordance with the standard rates in force from time to time.

Measurement of unmetered energy.

10. In the case of installation where, in the opinion of the Chief Engineer, Bombay Electric Grid, or his authorised representative, it would be impracticable to install and/or maintain a meter or where the meter reading is, on the face of it, incorrect, for the purposes of preparing the bills the consumption will be computed according to the rated capacity of the lamps plus 10 per cent. for losses, multiplied by the number of the hours of use.

Payment of Bills.

11. The Supplier shall on or before the 10th day of each calendar month deliver to the Consumer a statement or bill showing service rendered including the quantity of energy supplied during the preceeding month and the amount payable therefor and the Consumer shall within fifteen days from the date of delivery of such statement or bill pay such amount to the Supplier at the office of Electric Grid Division or as may be otherwise required by the Supplier. In the event of any bill or any part thereof not being paid within such period the Consumer shall in addition to and without prejudice to the right of Supplier to disconnect the service and other remedies of the Supplier, pay interest on the amount so remaining due at the rate of nine per cent, per annum from the expiration of such fifteen days from the receipt of such statement or bill until payment. Should the Supplier be compelled to disconnect the service under the Indian Electricity Act, 1910, in

P.T.O.

consequence of the Consumer's failure to pay the monthly bill for service, the amount payable by the Consumer for service rendered until the time of such disconnection shall immediately become payable to the Supplier and during the period of such temporary disconnection, the Consumer shall continue to remain under an obligation to pay the charges accruing to the Supplier under Schedule A hereof. The supply will be immediately resumed on receipt of the outstanding amounts.

System of supply.

12. The energy supplied to the Consumer shall be on the alternating current system at a normal pressure of 230 volts with a frequency of 60 cycles per second.

Non-responsibility for interruptions.

13. The Supply of electric energy under this agreement shall be available continuously except in cases of lockouts strikes of the employees of the Supplier, breakdown of machinery or plant, force majeure or any other cause over which the Supplier shall have no control and in any such case the Supplier shall not be responsible for any discontinuance of the energy but shall restore the supply as soon as he reasonably can.

14. Either party hereto may determine this Agreement at the end of a period of seven years from the day of 19 or at the end of every subsequent period of three years by giving to the other three months previous notice in writing of his intention so to do and at the expiration of such notice this Agreement shall cease and determine provided that either party to these presents may give similar notice to the other at the end of similar periods intimating desire to have the provisions hereof revised or altered together with full particulars in respect of the revision or alteration so desired and in default of any agreement between the parties regarding such revision or alteration the point in dispute shall be referred to the Secretary to Government

P.T.O.

of Bombay, Public Works Department, whose decision in the matter shall be final and binding.

Marginal notes.

15. The marginal notes do not form part of this agreement and shall not be referred to for construction or interpretation.

IN WITNESS WHEREOF the Chief Engineer, Bombay Electric Grid has for and on behalf of the Governor of Bombay set his hand and the seal of his office and the Chief Officer of the Municipality duly authorised in this behalf by a resolution of the Municipality passed on the day of 19 as required by clause (c) of sub-section (3) and clause (a) of sub-section (4) of section 48 of the Bombay Municipal Boroughs Act, 1925, hath hereunto set his hand and the common seal of the Municipality hath been hereunto affixed in the presence of two members of the Standing Committee as required by sub-section (2) of section 49 of the said Act.

Signed, sealed and delivered by the Chief Engineer, Bombay Electric Grid in the presence of -

SEAL

Signature _____

(1) Name _____ (1) Signature _____

(2) Name _____ (2) Signature _____

Signed by _____ Chief Officer of the Borough Municipality of _____ and sealed with the common seal of the Borough Municipality of _____ in the presence of -

SEAL

Signature _____

Names of the members of the Standing Committee.

(1) _____ (1) Signature _____

(2) _____ (2) Signature _____

Below P.W.D. U.O.R. No. 3543/36/104230 dated 28-12-1951 received through the Electrical Engineer to Government under his U.O.R. No. LRM-11/1436 dated 15-3-1952.

ELECTRIC GRID OFFICES.

The Electrical Engineer to Government has proposed in his U.O.R. No. LRM-11/4091 dated 4th July 1950 that the street lighting service to the Hubli Municipality should be rendered on the same terms and conditions as applicable to the Municipalities served by the Grid Department. Accordingly, the draft agreement submitted to the Hubli Municipality is on the lines of the agreement form approved by Government for the Grid Department for similar service. It is, however, noted that there is some departure in the schedule 'A' attached to the agreement.

2 In this connection, my remarks with reference to the proposed schedules 'A' & 'B' and the Accountant General's remarks thereon, are as under:-

(a) Interest Charge: According to the form approved by Government vide G.R. No. 9233/36 dated 4th April 1949, the interest will be charged at the rate of 0.5% per annum over average rate paid in the preceeding year of account on the monies raised by the supplier for electrification schemes. In Schedule 'A' prepared by the Electrical Engineer to Government, the rate of 3.5% is specified which the Accountant General proposes to fix as minimum and to increase the minimum rate if the average rate of interest on capital outlay fixed by Government every year exceeds this rate. In order to have uniformity in the terms of supply from all Government undertakings as proposed by

P.T.O

the Electrical Engineer to Government, it is suggested that instead of specifying a fixed rate of interest, the procedure approved by Government for Grid Department may be followed at Hubli also. In the revised schedule 'A' now submitted by the Electrical Engineer to Government, which is in line with the above suggestion, the figure "3.5 per cent" occuring in line 1 under Interest should read as "0.5 per cent".

(b) Depreciation Charge: Government have approved vide G.L. No. 3556/48/12765 dated 24-3-1951 the average life period of the assets in street lighting system as 20 years. Accordingly, under Section 68 and the Seventh Schedule to the Electricity (Supply) Act, the annual rate of depreciation works out to 3.72% under the compound interest method. The rate of 4.5% mentioned by the Accountant General would be according to the straight line method which is permitted optionally to the licensees only under Clause VI of the Sixth Schedule.

Interest and depreciation charges for other assets of the Undertaking are to be taken into account while arriving at the all-in-cost of production.

3. The street lighting service is rendered on cost plus basis. Therefore, charges for repairs and maintenance of poles, overhead lines, etc. are not separately charged for street lighting. Similarly, the cost of staff used on street lighting is not separately charged as the staff attending to the street lights is not employed for that work only but is assigned

to other work on distribution system also. All these costs are covered in the all-in-cost of production and the 10% is charged over and above the all-in-cost to take care of all contingencies.

4 As regards the remarks of Accountant General in para 7 at page 206 ante, it may be stated that the energy charge is to be levied at the all-in-cost per unit delivered and not generated. Therefore, where the street lighting consumption is all metered at the power house, the energy charge will be determined by dividing the total cost by the total units delivered at the station bus i.e. the net output, and not by the units generated. In the case of the metering of street lighting consumption being done at one or more points other than the power house, the energy charge will be determined by dividing the total costs by the total number of units sold so as to account for the distribution losses.

10/4/52

The Secy. to Govt.,
P.W.D., Bombay.

U.O.R. No. PLE-DR-6(A)/ 10353
with file No 3556/48
Bombay 1, 12 April 1952.

PSN/9.4.52.

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14/4.

P. W. D.
File No. 3453/36
Serial No. 34980

Stamp
14/4/2

3453|36|3490

K.Pn. P.W.D.

Submitted with reference to the p.20 O.N. dated the 23-12-51.

2|- The Elect. Engr. has amended the Schedule 'A' 'B' to the draft p213 p215 agreement proposed to be entered into between State Govt & the Hubli Mcpl. re: supply of ely. for street lights, in the light of the remarks offered by pp 205-214 the A.G., Bombay. The C.E., B.E.S. through whom the papers have been returned by the Elect. Engr., has also offered further remarking remarks on the points raised by the A.G., Bombay. The Elect. Engr. may therefore see the papers w.r.t. in favour reference to of remarks with the views expressed by the C.E., B.E.S. before the draft of the agreement is finally approved in consultation with the A.G., Bombay.

ELECTRICAL EN... TO GOVERN...
Ward No. 2373
No. ...RMII
...W. D., BOMBAY
11 57

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D.S. (PE)

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× Ltr. to the El. Engr. to Govt. dt. the 30-4-52
× with file No. 3556/48

Ltr. sent (30-5-52)
3574

Below U.O.R.No.3453/36/34980 dated the 30th April 1952 from Government in the Public Works Department, Bombay.

No. LRH II/4313 of 1952

Bombay,1. 8th JULY 1952

Returned with compliments with U.O.R. file No.3556/48.

The views expressed by the Grid Department on the points raised by the Accountant General, Bombay, are in concurrence with the remarks made by this Department. The slight modifications suggested to schedule "A" and "B" to the draft agreement also appear to be reasonable and may be accepted. (1) The figure "35 per cent" appearing in line 1 under interest in the revised schedule "A" is a typographical error and should read as "0.5 per cent". (2) The suggestion in the last para on page 229 ante to determine the energy charge by dividing the total cost by the total number of units sold, appears to be in order. The last para of the revised schedule "B" may be amended accordingly.

Electrical Engineer to Gov.

L.M.

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file

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235 — 3453/36/Weld

KPBr

P.W.D.

Submitted with reference to the O.N. dated

the 28-4-82 p. 233

2/- Please see the report from the Elect. Engr. wherein he agrees with the views expressed by the C.E; B.E.S. Rs 227-228

Attention is thus can be invited to the note of the A.G., Bombay on Rs 205-206 ante. Remarks of the A.G., Bombay may be obtained on the views expressed by the C.E; B.E.S & the Elect. Engr to Govt. Rs 227/28 Rs 209/32,33

3/- Necessary draft is put up for approval.

26/7/82

DyCE: — 28/7

No. 3453/36 K.

Letter 23

3453/36/64018

P.W.D.

B.C. (Bombay No 1)

29th July 1952

To

The Examiner, Outside Audit Deptt.

Accountant General's Office

Bombay.

Subject :— Street lighting at Hubli

Agreement in connection with—

Reference :— Correspondence ending with your Memo

No. 205-206

OA/10016, dated the 29-11-51

p209

2/- Enclosed copies of Memo Nos. LRM 11/14351 dated the 15-3-52 & No. LRM 11/4313, dated the 8-7-52 (with their accounts) from the Elect. Engr. to GoA & No. PLE-DR-CA/1353, dated the 12-4-52, from the CE, DEG are forwarded herewith to you for favour of remarks thereon.

DA—Copy of Memo. (with accounts) 2/-

By order etc.,

A.S. to Govt., P.W.D.

No. 3453/36 K.

Letter 237

3453/36/64018

P.W.D.

B.C. (Bombay No 1),

29th July 1952

To

The Examiner, Outside Audit Deptt.

Accountant General's Office

Bombay.

Subject :— Street lighting at Hubli

Agreement in connection with—

Reference :— Correspondence ending with your Memo

No. 1207205-206

OA/10016, dated the 29-11-51

p213-15

227-29 2/- Enclosed copies of Memo Nos. LRM 11/14351 dated

p209

(with their accounts)

Accounts 233 the 15-3-52, No. LRM 11/4313, dated the 8-7-52, from the Elect. Engr.

p233

to Govt. & No. PLE-DR-CA/1353, dated the 12-4-52,

from the CE, BEG. are forwarded to you

for favour of remarks thereon

DA-Copy of Memo. (with accounts) 2/-

By order etc.;

A.S. to Govt.—P.W.D.

3453 | 36 | 64018

KBr

P.W.D.

Submitted with refec. to the q.L. on p 237 ante.

2. The Examiner, O.A.D. may be expedited as per printed memo put up

Issued 28/9/52

dlw 23/9/52.

ABS 23/9

Supdt.

Letter to be addressed to:-

THE EXAMINER, OUTSIDE AUDIT DEPT.
Branch Office of The Accountant G
Universal Assurance Building,
Sir, P. M. Road, BOMBAY

No. QA/ 10226 10 Oct. 1952

To
The Assistant Secretary to the Government of Bombay,
Public Works Department,
Bombay.

Subject:-Street Lighting at Hubli Agreement in connection with --

Reference:-Govt. letter, Public Works Department No. 3453-36-K, dated 29-7-1952.

The following remarks are offered on the notes of the Chief Engineer, Electric Grid and Electrical Engineer to the Government of Bombay with reference to schedules A & B attached to Govt. letter referred to above.

Schedule 'A':-

Para 2(1) of Electrical Engineer's Note:-

It is requested that a copy of the draft agreement approved by the Govt. for the Grid Department may kindly be furnished to this office.

As regards the adoption of 3.72% for depreciation, it may be stated that the Hubli Electricity Supply Undertaking has been charging depreciation on the straight line method and hence it is necessary to adopt the rates applicable to the straight line method. This disposes of para 2(b) of Chief Engineer, Electric Grid's note dated 12-4-1952.

Para 2 (3) of Electrical Engineer's Note dated 18-3-1952

In view of the circumstances explained the clause regarding 10% additional cost may be retained. From para 3 of Electric Grid Office note it would be seen that the street light service is rendered on cost plus basis. All the costs are covered in the all-in-cost of production and 10% is charged over and above the all-in-cost to take care of all contingencies. In schedule 'B' item (4) the words therefore should be Repairs and Maintenance (Generation, Distribution and Public lamps excluding expenditure on lamps renewals and replacements referred to in para 3 of schedule 'A'). This also disposes off para 3 of Chief Engineer's note dated 12-4-1952.

Para 2(a) of Chief Engineer's note dated 12-4-1952:-

The Hubli Electricity Undertaking does not form part of the Electric Grid Department. As regards the fixation of 3.5% as the minimum rate, it may be stated that the rates fixed by Govt. in the Finance Department from time to time have not been below 3.5% vide Govt. Resolution Finance Department No. 1468 dt 27-3-1952. It, therefore, appears that the note below clause 1 Schedule 'A' may be retained.

SCHEDULE 'B'

Para 2(2) (4) of Electrical Engineer's note:- No Remarks.

Para 4 of Chief Engineer's Note dated 12-4-1952:-

It is seen from para 4 of Chief Engineer's note dated 12-1952 that two methods have been suggested for arriving at the all in cost per unit delivered viz. (1) in cases where street lighting system is all metered at the power house and (ii) where they are metered at one or more points. It is however seen from the last para of schedule 'B' that the cost per unit will be arrived at by dividing the total cost by total number of units sold. It is, therefore presumed that the metering of street lighting consumption is being done at one or more points other than the power house, so tht the units lost on account of distribution are duly accounted for. The presumption may please be confirmed

PTO

It is requested that a copy of the original schedule 'B' which was not retained by this office may be sent for scrutinising the same with the schedule 'B' now furnished to this office.

Yours faithfully,

(R.Srinivasan)
Examiner,Outside Audit(II)
Accountant General's Office,BOMBAY.

13
13-10

P. W. D.
No. 3453/36.
Dated 95940

K

3453/36/93.940.

P.W.D.

K.B.

Please see the letter No. OA/102 ab, dt. the 10-10-52, from the Examiner of Outside dist., in connection with the street lighting agreement at Hubli.

2. G.R., F.D., No. 146 A, dt. the 7-3-52, quoted at "A" on page 4 ante which is required for the disposal of this case does not seem to have been received in this Deptt. These papers may, therefore, be referred back to the F.D. with a request to forward a copy of the G.R. quoted above.

31/10/52. 31-10-52. 28-10-52.

Thro' Registry.

A.J. (III).

Returned to the F.D. dt. 31-10-52

III
1-11-52

S68-44

Finance Dept. III

These papers may be returned to the PWD with a copy of G.R. No 146 dated 27.3.52 as desired by that dept.

P. W. D
Dy. No. 3453/36
Central Office 106014

4-11-52

A.S. (F)

19/11

Sent to P.W.D. vide D.O. dated 5.11.52

Irrigation:
Interest on - and other capital outlays:
Rate and adjustment of -

GOVERNMENT OF BOMBAY.
FINANCE DEPARTMENT.
RESOLUTION NO.1468.
SECRETARIAT -- ANNEXE - Fort-Bombay,
27th MARCH 1952.

RESOLUTION OF GOVERNMENT.

The Government is pleased to fix provisionally the following average rates of interest for adjustment of interest during 1951-52 on the capital outlay on works for which Capital Accounts are kept, including the Bombay Development Schemes :—

	Average rate of interest.
(a) On irrigation capital outlay incurred upto the end of 1916-17.	3.3252 per cent.
(b) On all capital outlays incurred from 1917-18 to 1936-37 inclusive.	4.9 per cent.
(c) On capital outlay incurred from 1937-38 to 1951-52.	3.75 per cent.

By order of the Governor of Bombay,

J.K. Thakor

DEPUTY SECRETARY TO GOVERNMENT.

To...

To

The Accountant General, Bombay,
All Superintending Engineers,
The Executive Engineer, Presidency Division,
The Collector of Bombay,
The Prohibition, Excise Commissioner,
The Chief Conservator of Forests,
The Public Health Engineer to Government,
All Departments of the Secretariat (except the Separate Department),
The Deputy Accountant General, Baroda,
The Director of Civil Supplies (Accounts),
The Milk Commissioner,
The Director of Agriculture,
The Registrar of Co-operative Societies.

jak
253

247 3453|36|95940

P.W.D.

K.Br.

Submitted with refce. to our dt. the 31-10-52.

2. The F.D. has now furnished a copy of ~~F.D.~~ G.R, F.D, No. 1468, dt. 27-3-52 Pl. see the concluding portion of the Exam., ORD's ~~letter~~ letter at p. 242 ante. The original schedule 'B' will the found at p. 177 ante. ~~These pps. may again be sent us to the~~ A copy of the original schedule may be sent to the Exam. ORD for offering his remarks after scrutiny. As the remarks offered by the Exam., ORD, do not tally with the views expressed by the Dl. Engr. to Govt. in his Lr. No. LRM 11|4313, dt. 8|7|52, a copy of the Exam., ORD's letter may be sent to the Dl. Engr. for remarks. After the remarks of the Dl. Engr. & the Exam., ORD, have been recd., the question of drafting agreement between State Govt. & the Hubli Muny. will be dealt with further.

3. The draft put up for approval may issue.

5/12/52.

D.S(I&E)

Letter. 249

No. 3453/36-K.

P.W.D.
B.C. (Bldgs. No. 1)
8th Dec. 52.

To
The Exmr., O.A.D.
A.G.'s Office, Bombay.

Sub: Street lighting at Hubli
Agreement in connection
with —

Ref: Your letter No. OA/10226, p241
dt. 10-10-52.

2. A copy of the original schedule 'B' is enclosed herewith. Pl. Scrutinize the same with the schedule 'B' already furnished to you and offer your remarks at an early date.

By order etc.,

Asstt. Engr. of B, P.W.D.

DA. —
copy
p 247
(pl to type)

copy with copy of the letter under refer. pp. 241-242
forwarded to the Asstt. Engr. to Govt. with refer. to his Memo. No. LRM II/4313, dt. 8/7/52. p. 253

2. The Asstt. Engr. to Govt. should furnish his remarks at an early date.

5/12/52.

work accepts
ISSUED
9/12/52
Date.....

9/12/52

in Marathi

9/12

Accepted (9-12-52)
9/12
24 pm

251 *Reply to be Addressed to:-*

'THE EXAMINER, OUTSIDE AUDIT DEPARTMENT.
Branch Office of The Accountant General, Bombay,
Universal Assurance Building, 4th Floor,
Sir, P. M. Road, BOMBAY

No;OA/16441 16442

To

The Asstt.Secretary to the Govt.of Bombay,
P.W.D.Bombay.

Sub: Street Lighting at Hubli-Agreement in connection with.
Ref: G.L.P.W.D.3453/36-K dt.8.12.52. P-249

This office has no remarks to offer on the original Schedule 'B' as the revised schedule 'B' sent to this office under G.L.P.W.D.3453/36-K dated 29.7.52 , includes also items mentioned in the original schedule 'B'.The remarks of this office on the revised schedule 'B' has been forwarded to Govt.under this office letter No.OA 10226 dt.10.10.52.

P-237 P-241

Yours faithfully,

Asstt.Examiner,Outside Audit.

No.OA/ HPS 20/11/53
Copy forwarded to the Electrical Engineer to Govt.of Bombay, for information.

d.19.1

Reply to be Addressed to:-
'THE EXAMINER, OUTSIDE AUDIT DEPARTMENT.
Office of The Accountant General, Bombay,
Universal Assurance Building,
Sir, P. M. Road, BOM No. 1

3453/36
8411

252

K.Br.

Submitted with reference to G.I. No: P-249 P.W.D.
3453/36.K, dated the 8-12-1952.
2. The remarks of the Rl. Engr. to Govt. have not yet been received He may be expedited under No: 3453/36K, dated the 21st January 1953

K.H.
24/11/53.

ASS
24/1

Supdt.

24/1

Asstt. Govt. 5)

24/1

S.H.
6/3

T.P.
22/1/53.

S.H.
22/1

3453/36
8411

K

22-1-53

253 3453/36/8411.

K.Br.

The El. Engr. to Govt. expedited under No: 3453/36/K P.W.D.
dated the March 1953.

K.SH.
7/3/53.

Supdt. ASS 7/3 7/3

255

No. LRH II/ 1841 of 1953.
P.W.D. Offices, Churchgate Street,
Fort, Bombay(1), 5th March 1953.

To

The Chief Engineer (Roads and Buildings),
Public Works Department, Bombay.

Subject:- Street lighting at
Hubli - Agreement in connection with -
p. 249.

Reference: Government Endorsement, Public Works Department No.3453/36 K, dated 8th December 1952.

Following remarks are offered on the letter No.OA/10226, dated the 10th October 1952 from the Examiner outside Audit Department, Bombay. p. 241-242.

Headings of the paras of the letter.	Remarks.
Schedule "A"	
p. 241. Para 2(1).	No Remarks.
p. 241. Para 2(3).	The Examiner, Outside Audit Department agrees to 10% additional cost. However, the wording of the Schedule "B" item (4) should be modified as suggested by him and ~~therefore~~, should read "Repairs and maintenance (Generation), lamps, renewals a and replacements referred to in para 3 of Schedule "A") p. 213

P.T.O.

Headings of the paras of the letter.	Remarks.
p. 241. Para. 2(a).	
Schedule "B" p. 241. Para 2(2) (4).	No Remarks.
p. 241. Para 4.	The metering of the street lighting consumption is being done at four places other than the Power House, so that the units lost on account of Distribution are duly accounted for. The presumption of the Examiner, p. 241. Outside Audit Department is correct.

Electrical Engineer to Government.

3453/38 MAB/4/4 3.

LHB 1463

26598

Kwh

5-3-53

257. 3453/36/2598.

KBn. PW.D.

pp. 255-256.
Submitted with reference to p. 249.
N. E.

No. 3453/36-K, dt. the 8-12-52 pp. 259-260.
2. The draft G.O., which is self-explanatory, may issue, if approved

7-4-53.

8/4/53

A.S. (III).

259. 3453/36/2659

Letter.

No. 3453/36 K.

P.W.D.
B. C. (Bombay No. 1),
8th April, 53.

To

The Chief Engr. to Govt.

Subject :- Agreement in connection with street lighting at Hubli.

Pp 255-256.

Reference: Your letter No. CRN 11/1541b, dt. the 5-3-'53, on the subject mentioned above.

Pp 241-242. 2. As regards para. 2(3) of the p. 241.
letter No. OA/10226, dt. the 10-10-52, from the..

the Examiner, Outside Audit Department you have stated that the wording of Schedule "B" item (4) should p. 241. p. 213.
be modified as suggested by him and should read "Repairs and maintenance (Generation, Lamps, renewals and replacements referred to in para. 3 of Schedule "A")." The Examiner, Outside Audit p. 241. p. 213.
Deptt., had suggested, however, that the wording should be "Repairs and Maintenance (Generation, Distribution and Public Lamps excluding expenditure on Lamps renewals and replacements referred to in para. 3 of Schedule "A")". Please reconcile the p. 213. p. 213.
discrepancy.

7-4-53.

Audit (9-5-53)

By order etc. wages 8/4

A. S. to Govt.

D. A. - Nil.

ISSUED
Date 9/4/63

261. 3453/36/26598.

K Br. P.W.D.

The Elect. Sply. is expedited under

G.O. No. 3453/36 K, dt. the 15-5-53.

14-5-53. 15/5

ISSUED
Date..... 15/5/53
Supdt.

15/5

Asst (S/D)

16/5

263.

No.LRM4/2394 of 1953.
P.W.D. Offices, Churchgate Street,
Fort, Bombay(1), 23rd May 1953.

To

The Chief Engineer,
Public Works Department,
Bombay.

Subject:- Agreement in connection with street lighting at Hubli.

PP. 250-----2

Reference: Government Letter, Public Works Department No.3453/36-K, dated the 8th April 1953.

P. 215

x The wording of schedule "B" item (4) should be modified as suggested by the Examiner, Outside Audit Department and should read "Repairs and Maintenance (generation, Distribution and Public lamps excluding expenditure on lamps, renewals and replacements referred to in paragraph 3 of Schedule "A").

x 1 2 3

Electrical Engineer to Government.

B/23/5/53.

P.W.D.
K

Submitted.

2. These papers deal with the question of the agreement to be entered into between Govt. and the Hubli Municipal Borough for the street lighting at Hubli. The fact of the case are as follows.

3. In consultation with the F.D. and R.L.A., Govt. approved the draft agreement to be entered into with the Hubli Municipal Borough regarding street lighting at Hubli, vide G.Ls. No. 3453/36-El(I), dated the 5-12-50 and No. 3453/36-II-El(I), dated the 9-2-51, and the office notes dated the 27-11-50 and 5-2-51 respectively underlying them. The agreement as approved by Govt. consists of two parts, viz. (a) the agreement proper and (b) Schedule "A" accompanying the agreement proper. In Schedule "A", the rates of street lighting and the manner in which they are to be arrived at are specified.

4. Subsequently, in his letter, dated the 12-2-51, the Examiner, Outside Audit Deptt., proposed that in Schedule "A", Clause II should be amended because the all-in average cost per K.W.H. for local generation and distribution of energy for each year of accounts is not worked out by his office as stated therein but that the Dy. Engr. in charge of the Hubli Electricity Undertaking should be directed to work out the rate on the basis of the annual accounts and to forward to the Examiner's office, a statement showing the calculation of the all-in average rate along with the annual statements of accounts for audit. He proposed further that the Dy. Engineer should also be instructed to preserve the working sheets and to make them available to the auditors at the time when the local audit of the account of the Hubli Electricity Undertaking is taken up by the Examiner's office.

5. The El. Engr. who was consulted in the matter,

matter, submitted for Govt. approval ~~is approved on~~ amended schedule "A" and schedule "B" embodying some of the recommendations made by the Examiner, Outside Audit Deptt., in his letter, dated the 12-2-51. The Elecl Engr. further requested that condition No. 2 in the draft agreement already approved by Govt. should be amended by substituting the words and figures "25 to 30" for the figure "30" occuring therein because lamps of 30 Watts are not available in the market.

6. The remarks of the Examiner, Outside Audit Deptt., were called for on the revised schedule 'A' and Schedule 'B' submitted by the Electrical Engr. and the remarks will be seen on pages 205-206 ante. The Examiner makes the following remarks on the revised schedules submitted by the Elecl. Engr.:-

(i) that the sentence "this will be included in the energy charge" occuring in the original schedule "A" has been omitted in the revised schedules. He opines that that sentence should be retained to make the position clear;

(ii) that the rate of depreciation, viz. 3.72%, mentioned in Clause I of the revised schedule 'A' is not correct and the rate of depreciation will have to be 4.5%;

(iii) that in arriving at the cost per unit of energy supplied to the Municipality, depreciation on the street lighting system alone should not be taken into account but that charges on account of depreciation of all the assets of the Undertaking used for the generation and distribution of energy should be taken into account;

(iv) that the interest (shown in clause I of the revised schedule A) should be calculated on the capital at charge and not merely on the original cost of the street lighting system

He.....

p. 205

He further advised that the rate of 3.5% for the calculation of interest should be the minimum and that this rate should be subject to revision if the average rate of interest on capital outlay fixed by Govt. every year exceeds this rate. p. 197.

(v) that in the schedule "B" in items (3) and (4), the expenditure on "Public lamps" is excluded presumably because the cost of renewals and replacement of lamps is to be charged for separately in accordance with Clause III of Schedule "A". p. 195. p. 205. He pointed out, however, that the provision in that clause of 10% for handling charges may not be adequate to cover the cost of the staff and further that charges for repairs and maintenance of poles, overhead lines, etc. have not been provided for ;

(vi) that the Hubli Undertaking having been taken over by Govt., it appears that it is not liable to pay income tax as mentioned in item 6 (b) in Schedule "B". p. 197. p. 197.

(vii) that it should be clarified whether the term "interest" mentioned in the item referred to in (vi) above represents interest paid on consumers deposits, loans, etc., i.e. interest other than that paid on capital investment; p. 197

(viii) that in the item mentioned in (vi) above, the following should be added between the words "interest" and "etc.":- "cost of supervision, audit fee, bad debts, miscellaneous" p. 197

(ix) that in Schedule "B", a foot note should be added that the cost per unit will be arrived at by dividing the total cost as detailed above (i.e. in schedule 'B') by the total numbers of units generated. p. 197

7. In view of the Examiner, Outside Audit Deptt.'s remarks mentioned in para. 6 above, the El. p. 205-206

Engr....

~~Elecl.~~ Engr. again submitted for Govt.'s approval further revised draft schedules "A" & "B" embodying therein some of the Examiner's suggestions detailed in para. 6 above. It may be added that with reference to (i) in para. 6 above, the ~~Chief~~ Elecl. Engr. states that the words proposed by the Examiner have been omitted because investment charges are to be charged separately for interest and depreciation on the investment in property and equipment provided for street lighting service and are not, therefore, included in the energy charges.

As regards (ii) in para 6 above, the Elecl. Engr. stated that the life period of the street lighting system is taken as 20 years and the depreciation rate at 3.72% on the basis of the information furnished by the Electri Grid Deptt.

As regards the points raised by the Examiner and referred to in (iii) and (iv) in para. 6 above, the Elecl. Engr. has clarified the position by stating that the items "depreciation" and "Interest" mentioned under incidental and overhead charges in item 6 (b) of Schedule "B" should be ~~x~~ calculated on all the assets and capital investment respectively of the Hubli Undertaking excluding the street lighting system which is already taken into account under investment charges in Schedule 'A'. The Elecl. Engr. has stated that he has clarified the above points in the revised schedule 'A' submitted by him.

As regards (v) in para. 6 above, the Elecl. Engr. has clarified that the additional 10% cost under handling charges are adequate to cover the cost of labour for renewing and replacing the lamps while the cost of repairs and maintenance of the street lighting system will be met from the additional 10% charges recovered from the Hubli Municipal Borough on the monthly consumption of energy charges as provided in clause II of Schedule 'A'.

As regards (vi) and (vii) in para. 6 above, the Elecl Engr. ....

Engr. has confirmed the presumption of the Examiner and made the ~~classification~~ sought by him.

8. In his u.o.r. dated 12-4-52, the C.E., B.E.G., agrees with the views of the Elecl. Engr. and he made the following further remarks:-

(i) that in clause 1 of the revised schedule 'A' submitted by the Elecl. Engr., a fixed rate of interest should not be specified as proposed by the Examiner;

(ii) as regards depreciation charge, the C.E.,B.E.G. states that since Govt. has approved the average life period of the assets in street lighting system as 20 years, under section 68 and the Seventh Schedule to the Electricity (Supply) Act, 1948, the annual rate of depreciation works out to 3.72% under the compound interest method. He adds that the rate of 4.5% mentioned by the Examiner would be according to the straight line method which is permitted to the licensees under clause VI of the Sixth Schedule to that Act;

(iii) As regards (ix) in para. 6 above, the C.E., BEG observes that the energy charges is to be levied at the all-in-cost per unit delivered and not generated as proposed by the ~~E.G~~ Examiner. He adds that if street lighting consumption is all metered at the power house, the energy charge will be determined by dividing the total cost by the total units delivered at the station bus whereas if the metering of street lighting consumption is done at one or more points other than the Power House, the energy charge should be determined by dividing the total costs by the total number of units sold. The Elecl. Engr. has agreed to the corrections in the revised Schedules "A" and "B" suggested by the C.E., B.E.G.

9. The remarks of the Examiner, Outside Audit Deptt. were called for on the views expressed by the C.E., B.E.G., and the Elecl. Engr.

The Examiner observes as follows:-

(i) that as regards (ii) in para. 8 above, the Examiner observes that since the Hubli Elecy. Undertaking has been charging depreciation on the ~~straight~~ straight line method, it is necessary to adopt the rates applicable to that method;

(ii) that since, as stated by the C.E., B.E.G., all the costs are covered by the all-in-cost of production and 10% is charged over and above the all-in-cost to cover contingencies, the wording in schedule "B" item (4), should be "Repairs and Maintenance" (Generation, Distribution and Public lamps excluding expenditure on lamps, renewals and replacements referred to in para. 3 of ~~the revised~~ schedule "A".)

(iii) that as regards (i) in para. 8 above, since the Hubli Electricity Undertaking does not form part of the Grid Deptt., the note below Clause 1 Schedule 'A' should be retained ~~(iv). As regards~~ (iii) in para. 8 above, the Examiner has presumed that the metering of street lighting consumption at Hubli is being done at one or more points other than the Power House and he has requested that his presumption should be confirmed.

10. Please see, in this connection, the letters dated 5-3-53 and 23-5-53 from the Elecl. Engr. It is seen therefrom that he has no remarks to offer on the Examiner's observations referred to in (i) in para. 9 above. Presumably he agrees to the rate of depreciation at 4.5% He has also no remarks to offer with reference to (iii) in para. 9 above. It is presumed that he agrees with the views of the Examiner. The Elecl. Engr. has confirmed the

Examiner's....

Examiner's presumption referred to in para. 9 (iv) above., and he has also agreed to the Examiner's suggestion referred to in para. 9 (ii) above.

11. Based on the facts stated above, the revised draft schedules "A" and "B" have been amended in pencil. Before, however, they are approved in consultation with the F.D. and the R.L.A. , the papers may in the first instance, be referred u.o. to the Elecl. Engr. and the Examiner, Outside Audit Deptt., with a request to state whether the revised draft schedules "A" and "B" as amended in pencil are in order. Since the question of amending Schedule 'A' is hanging fire since Feb. 1951, those officers may be requested to return these papers early so as to enable Govt. to issue final orders in the matter without any further delay. It is presumed that the instructions referred to at "A" in page 265 ante will be issued by the Elecl. Engr. after the issue of final orders of Govt. The Elecl. Engr. may be requested to confirm the presumption made above and also those in para. 10 above.

1-8-53.

D.S.(I&E)

E.O.A-Deptt. 4-8-53

2.
ka.31/7/53.

ELECTRICAL ENGINEER
TO GOVERNMENT
Inward No. 9895
Date 4-8-1953
File No. Genl II
P. W. D., BOMBAY

pp. 265-271. 273

Below U.O.R.No.3453/36/61036 dated the 4th August 1953, from Government in the Public Works Department.

No.LRM.11/ 6110 of 1953.

Bombay, 1. 19th AUGUST 1953.

Passed on with compliments to the Examiner, Outside Audit Department, Bombay.

2. The presumptions made in para 11 of the Public Works Department note at p. 271 p.p.265-271 ante are correct.

Electrical Engineer to Govt.

L.C.

A.G.'s Office, O.A.D. (Commercial), Bombay

Passed on with compliments to the Govt. of Bombay in the Public Works Department, Bombay.

2. It is presumed that the rate at which interest to be charged on capital investment excluding street lighting system (vide Schedule 'B'), will be the same as that applicable to Street Lighting System. If this presumption is correct, it is requested that the following Note may be added after item (b) of Schedule 'B' p.215 p.215.

"Note :- The rate at which interest will be charged will be the same as that prescribed in para 1 of schedule 'A'." x/p. 213

3. A copy of the draft agreement approved by Government for the Grid Department may be furnished as already requested in this office letter No. OA/10226 dated 10-10-1952. pp. 217—225. p. 241.

4. A reference is invited to portion 'A' of P.W.D. Office note dt 3-8-'53 vide page 265. The Electrical Engineer may be requested to send a copy of the instructions which will be issued by him to the Deputy Engineer I/C Hubli Electricity Undertaking, regarding (i) submission of statement of all-in-average cost and (ii) preservation of working sheets and making them available at local audit. pp. 265—271. p. 265.

G. Narayanaswamy
Examiner, OAD (Commercial)

U.O.R. to Government in the P.W.D. Bombay.
No. OA/C/2359 dated the 14 Sep. 1953 September, 53

3453/36/107626.

K Br. P.W.D

Pp. 273-275

Submitted with reference to the office note dt. the 1-8-53. Pp 265-271.

2. The Elect. Engr. states that the presumption made in para. 11 of the office note dt. p.271. p.273. Pp 265-271. the 1-8-53 is correct. That officer has not offered any remarks regarding the correctness of the presumptions made in para. 10 of the above-mentioned office note. He may be requested no. to do so now. Pp. 270-271. Pp. 265-271. He has also not stated whether the revised draft schedules "A" and "B", as amended in pencil, are in order. He may be requested no. to do so now. If the amendments in pencil are not in order, he may be requested to propose alternative amendments for the consideration of Govt. Pp. 213-215. Pp. 213-215.

3. Please see the Examiner, Outside Audit Deptt.'s note dt. the 14-9-53. p 275. The Elect. Engr. may be requested no. to advise whether there is any objection to add the proposed "Note" after item (b) of Schedule "B". The Elect. p.275 p.215. p 215.

Engr....

Engr. may also be requested to note the request made by the Examiner in para. 4 of his forgoing p.275 wor p.275.

4. In the first instance, a copy of the agreement on pages 217-225 may be forwarded to the Examiner, Outside Audit Deptt., as desired by him, as per the draft put up p.275 for approval. After issue, these papers may pp. 279-280. be referred wor to the Elect. Engr. as proposed in paras. 2 and 3 overleaf.

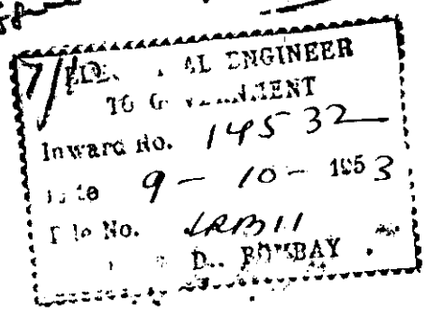
wor
27-9-53.

wor
U.S.
wor to El. Engr.
(after issue)

wor to the El. Engr. d.
7-10-53

I.C

Issued wo (7/11/53)



3453/36/10726.

Letter.

No. 3453/36K.

P.W.D.

B.C. (Bombay No. 1),

30 Sept., 53.

To

The Examiner,
Outside Audit Deptt. (Commercial),
Bombay.

Subject:- Street Lighting at Hubli:
Agreement in connection with--

Reference: para. 3 of your nor. p. 275. p. 21

No. OA/C/2359, dt. the 14-9-53, on the subject mentioned...

mentioned above.

2. A copy of the draft agreement pp. 217–225.
approved by Govt. for the Electric Grid Deptt.
is forwarded herewith as desired. p. 275.

D. A. – Copy of
pp. 217–225.
draft agreement.

By order etc.

A. S. to Govt.

27-9-53.

29/9
29/9

Letter.

No.3453/36 K.

Public Works Department,
Bombay Castle (Bombay No.1),
30th September 1953.

To.

The Examiner,
Outside Audit Department (Commercial),
Bombay.

Subject:- Street lighting at Hubli:
Agreement in connection with -
.....

Reference: Paragraph 3 of your unofficial reference No.OA/C/2359, dated the 14th September 1953, on the subject mentioned above.

2. A copy of the draft agreement approved by Government for the Electric Grid Department is forwarded herewith as desired.

By order and in the name of the Governor of Bombay,

Assistant Secretary to the Government
of Bombay, Public Works Department.

D.A.-Copy of draft
agreement.

p. 277-278. 283

Below U.O.R. No.3453/36/107626, dated the 7th October 1953, from Government in the Public Works Department.

No.LRM.11/ 8538 of 1953.
Bombay 1, 19th, October 1953.

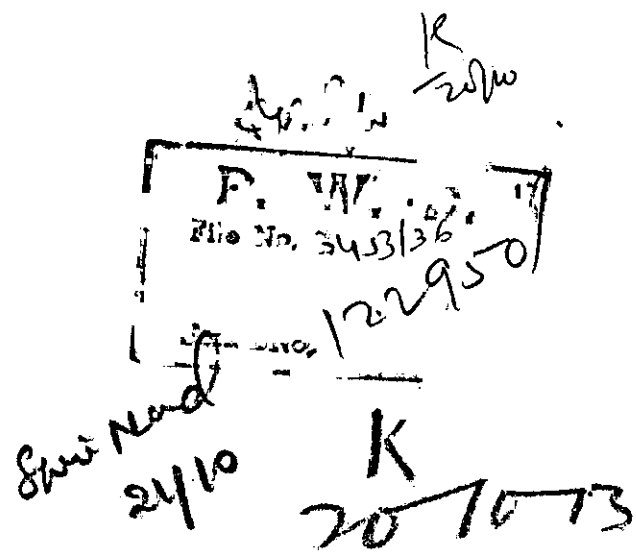
Returned, with compliments.

2. The presumptions made in para.10 of the P.W.D.Note at pp.265-271 ante regarding observations of the Examiner referred to in para 9(i) and 9(iii) of the said note are correct. Similarly, the revised draft schedules "A" and "B" at pp.213-215 ante as amended in pencil are also in order. There is no objection to add the note proposed in para 2 of the Examiner's remarks at page 275 after item (4) of the Schedule "B".

3. A copy of the instructions which will be issued to the Deputy Engineer in charge of the Hubli Undertaking will be furnished to the Examiner as requested by him after the issue of the final orders of Government.

Electrical Engineer to Government.

MAB/16/10/53.



THE HUBLI ELECTRIC SUPPLY, P.W.D.,

HUBLI.

Draft agreement for the Hubli Municipal Street Lighting.

AN AGREEMENT made at this day of One Thousand Nine Hundred and Fifty-... Between THE GOVERNOR OF BOMBAY (herein-after referred to as "the Supplier" which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) of the one part and the Borough Municipality of Hubli, constituted under the Bombay Municipal Boroughs Act, 1925 (herein-after referred to as "the Consumer" which expre-ssion shall unless excluded by or repugnant to the context include its successors and assigns) of the other part.

WHEREAS the Supplier and the Consumer have mutually agreed that the Supplier shall provide, erect and maintain street lighting installation and supply electrical energy on the roads within the Municipal limits of the Consumer, more particularly described in the plan annexed hereto, for the period and upon terms and conditions hereinafter contained.

NOW therefore these presents witness and it is hereby agreed by and between the parties hereto as follows :-

INSTALLATION AND MAINTENANCE OF STREET LIGHTING SERVICE.

1. The Supplier shall provide, erect and maintain street lighting installation ini-tially consisting of 657 ~~fix~~ fixtures at points selected by the Supplier with the consent of the Consumer and shall equip the same with incandescent filament lamps. The Supplier shall, if sufficient funds

are .....

are available, carry out the additions to the number of street lighting fixtures as may be required by the consumer from time to time. The Consumer shall give to the Supplier reasonable notice in writing of such requirements.

SIZE OF LAMPS USED.

2. All lamps fitted under this agreement shall be of ~~25~~ 25 to 30 watts capacity except at such points where lamps of larger capacity may be specifically required by the Consumer in which case the Consumer shall give to the Supplier reasonable notice of the number of lamps, their exact capacity and the points where lamps of larger capacity are required.

ALTERATION TO INSTALLATIONS.

3. Whenever any alteration is required by the Consumer in the fixtures or position of fixtures, all such reasonable alterations shall be carried out by the Supplier (at the entire cost of the Consumer).

BURNING HOURS SCHEDULE.

4. All lamps fitted and in service shall have a burning schedule of not less than 2200 hours per year. The Consumer shall communicate to the Supplier every month a schedule of hours of lighting for every month at least three days before the first day of every month, and the Supplier shall during ~~xkxxxxxx~~ that month switch the lights on and off according to the said schedule. A minimum charge adjustment based on

the ....

the wattage and minimum lighting hours will be made if the annual consumption of ~~x~~ units is found to be less than the minimum.

REPLACEMENT OF LAMPS.

5. The Supplier shall replace burnt out lamps promptly within 24 hours from the receipt of written notice from the Consumer.

CHARGES FOR SERVICE.

6. The Consumer shall pay to the Supplier for such street lighting service charges at the rates and in the manner specified in Schedule "A" hereto.

MEASUREMENT OF ENERGY CONSUMED.

7. The quantity of energy supplied to the Consumer under this agreement shall be ascertained on a meter or meters to be installed and maintained by the Supplier at the Power House or any other place or places which may in the opinion of the Deputy Engineer in charge of the Hubli Electric Supply ~~xx~~ be convenient. If more than one meter is used for separately measuring the energy supplied for different points the quantity of energy supplied shall be computed by adding the readings of all such meters, but if more than one meter is used for check measuring the energy supplied at one point the quantity of energy supplied shall be computed by average reading of all such meters.

READING OF METERS.

8. The readings of the meter or meters as the case may be shall be taken by the respective authorised representatives of the Consumer and the Supplier on the first day of each succeeding month between the hours of 8 a.m. and 4 p.m.

9. .....

9. The Consumer shall pay to the Supplier rental for meters in accordance with the standard rates in force from time to time. METER RENTS.

10. In the case of ~~installing~~ installation where in the opinion of the Deputy Engineer, I/C. The Hubli Electric Supply it would be impracticable to instal and/or maintain a meter or where the meter reading is on the face of it incorrect, for the purposes of preparing the bills the consumption will be computed according to the rated capacity of the lamps, plus 10 per cent. for losses multiplied by the number of hours of use. MEASUREMENT OF UNMETERED ENERGY.

11. The Supplier shall on or before the 10th day of each calendar month deliver to the Consumer a statement or bill showing service rendered including the quantity of energy supplied during the ~~proceeding~~ preceding month and the amount payable therefor and the Consumer shall within fifteen days from the date of delivery of such statement ~~of~~ or bill pay such amount to the Supplier at the office of the Deputy Engineer in charge, the Hubli Electric Supply, or as may be otherwise required by the Supplier. In the event of any bill or any part thereof not being paid within such period the Consumer shall in PAYMENT OF BILLS.

addition .....

addition to and without prejudice to the right of the Supplier to disconnect the service and other remedies of the Supplier, pay interest on the amount so remaining due at the rate of nine per cent per annum from the ~~x~~ expiration of such fifteen days from the receipt of such statement or bill until payment. Should the Supplier be compelled to disconnect the service under the Indian Electricity Act, 1910, in consequence of the Consumer's failure to pay the monthly bill for service, the amount payable ~~xx~~ by the Consumer for service rendered until the time of such disconnection shall immediately become payable to the Supplier and during the period of such temporary disconnection, the Consumer shallcontinue to ~~x~~ remain under an obligation to pay the charges accruing to the Supplier under Schedule "A" ~~x~~ hereof. The supply will be immediately resumed on receipt of the outstanding amounts.

SYSTEM OF SUPPLY.

12. The energy supplied to the Consumer shall be on the alternating current system at a normal pressure of ~~250~~ 230 volts with a frequency of 50 cycles per second.

NON-RESPONSIBILITY FOR INTERRUPTIONS.

13. The supply of electric energy under this agreement shall be available continuously except in cases of lockouts, strikes of the employees of the Supplier, breakdown of machinery or plant FORCE MAJEURE or any other cause over which the Supplier shall have no control and in any such case the Supplier shall not be responsible for .....

for any discontinuance of the energy but shall restore the supply as soon as he reasonably can.

14. Either party hereto may determine this Agreement at the end of a period of seven years from the day of 19 or at the end of every subsequent period of three months' previous notice in writing of his intention so to do and at the expiration of such notice this Agreement shall cease and determine provided that either party to these presents may give similar notice to the other at the end of similar periods intimating desire to have the provisions hereof revised or altered together with full particulars in respect of the revision or alteration so desired and in default of any agreement between the parties regarding such revision or alteration the point in dispute shall be referred to the Secretary to the Government of Bombay, Public Works Department, whose decision in the matter shall be final and binding.

1 years by giving to the other three

X

15. The marginal notes do not form part of this Agreement and shall not be referred to for construction or interepretation.

MARGINAL NOTES.

IN WITNESS WHEREOF the Electrical Engineer to the Government of Bombay has for and on behalf of the

Governor ....

Governor of Bombay set his hand and the seal of his office and the Chief Officer of the Municipality duly authorised in this behalf by a Resolution of the Municipality passed on the day of as required by clause (c) of sub-section (3) and clause (a') of sub-section (4) of section ~~54~~ 48 of the Bombay Municipal Boroughs Act, 1925, hath hereunto set his hand and the common seal of the Municipa - -lity hath been hereunto affixed in the presence of two members of the Standing Committee as required by sub-section (2) of section 49 of the said Act.

Signed, sealed and delivered by the Electrical Engineer to the Government of Bombay in the presence of :-

1.

2.

Signed by the Chief Officer of the Hubli Municipal Borough and sealed with the common seal of the Hubli Municipal Borough in the presence of -

1.

2.

2
S.S.
4/11/53

F-11-53.
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SCHEDULE 'A'

The tariff herein described includes the provision, maintenance, operation and control of the street lighting system, the electrical energy requirements, cleaning of lamps and fixtures and renewal and replacement of supplier's property necessitated by any reasons including loss or damage by theft, breakage or any other reason.

1. INVESTMENT CHARGE:- This shall consists of interest and depreciation charges on investment in property and equipment shown in the Supplier's capital account under the head street lighting system in the town of Hubli and shall be determined as follows:-

INTEREST at the rate of 0.5 per cent per annum over average rate paid in the preceeding year of account on the monies raised by the supplier for his various electrification schemes.

NOTE:- The average rate is taken 3% and the total rate of interest will be 3.5% per annum which will be the minimum and will be subject to revision if the average rate of interest on capital outlay fixed by Government every year exceeds this rate.

DEPRECIATION in accordance with the scale adopted by the supplier for each type of asset comprising the street lighting system. One twelfth of the total annual charge so computed shall be billed monthly and the whole shall be adjusted annually.

NOTE.....

NOTE: A life of 20 years is assign-
-ed to the street lighting system and
Depreciation at the rate of 4.5% per
cent. will be charged on assets compri-
-sing the street lighting system.

2. ENERGY CHARGES:- The energy charges for the monthly consumption to be bill-
-ed each month, will be computed on the estimated all-in-average cost per K.W. H., for local generation, and distribu-
-tion of energy for each year of accounts determined in accordance with Schedule "B" hereto by the Deputy Engineer, In-Charge Hubli Elec.Supply Undertaking, Hubli, plus ten per centum, subject to the proviso that the rate for energy so determined, shall never be higher than the standard domestic lighting rate that may be fixed for that area, and the above average rate shall be subject to variation, on the basis of the rate to be be finally determined, by the Accountant General, Bombay, at the time of his annual Audit.

The bills will be adjusted annualy at the end of each year after the actual all-in cost etc., is known, but pending this adjustment bills will be made out provisionally on the basis of previous year's cost of energy.

3. LAMPS RENEWALS AND REPLACEMENTS:- The consumer shall be billed monthly for replacement of lamps made during the month as per record of the number, size and type of replacements, at actual delivered cost per lamp of each type, as

shown.....

shown in the records plus 10 per cent. to cover handling charges.

VDV

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2.KSN.5.11.53.

SCHEDULE "B"

The following items shall be taken into account in determining the all-in average cost per K.W.H. on the basis of the annual accounts

Cost of in annas per unit generated.

a) (1) Fuel.

(2) Oil, Waste, Water, Engine-room, Stores etc.

(3) Wages and salaries excluding management, Generation, Distri-
-bution and public lamps.

(4) Repairs and Maintenance (Genera-
-tion, Distribution and public lamps excluding expenditure on lamps renewals and replacements referred to in para.3 of Schedule "A").

(5) Rent, rates and taxes.

(6) (a) Local management, Office allowances, Salaries (other than column 3) office and Legal Expenses.

b) Incidental and overhead charges (other than capital charges) e.g. depre-
-ciation (on all the assets of the Under-
taking excluding street lighting system) Insurance, interest (on capital invest-
-ment, excluding street lighting system) cost of supervision, Audit fee, bad debts, miscellaneous etc. which cannot be pro-
-perly included under any of the heads.

The cost per unit will be arrived at by dividing the total cost as detailed above (i.e. in Schedule "B") by the total number of units sold.

Note:-.....

Note:- The ~~note~~ rate at which interest will be charged will be the same as that prescribed in para.1 of Schedule "A".

8-11-53.
14—

3453/36/122950

P. W. D.
'K'

Submitted with reference to the office note, dt. the 27-9-53. The Elec. Engr. has confirmed that the presumptions made in para.10 of the office note dated the 1-8-53 are correct and that the revised draft Schedules 'A' and 'B', as amended in pencil, are in order. He has also no objection to the addition of the "note" after item (b) of Schedule 'B', as proposed by the Examiner, O.A.D. The requisite modifications have, therefore, been now carried out in ink.

2. These papers deal with the form of agreement to be entered into between Govt. and the Hubli Municipal Borough for street lighting at Hubli.

3. A draft agreement and its accompanying Schedule 'A' were originally approved by Govt. in consultation with the F.D. and the R.L.A., vide G.Ls. No.3453/36-El.(I), dated the 5-12-50, and No.3453/36-II-El.(I), dated the 9-2-51, and the office notes dt. the 27-11-50 and 5-2-51 respectively underlying them. In view of the advice of the Examiner, Outside Audit Deptt., and the C.E., B.E.G., (the details of which have been fully brought out in paras.4 to 9 of the office note dated the 1-8-53 which may kindly be perused), the Elecl. Engr. has proposed that the original Schedule 'A' accompanying the draft agreement should be substituted the revised Schedule 'A' and Schedule 'B' which have also been approved by the Examiner, Outside Audit Deptt.

Further, the Elecl. Engr. had observed that lamps of 30 watts are not available in the market. He has therefore requested that condition No.2 in the draft agreement should be amended by substituting the words and figures "25 to 30" for the figure "30" occuring therein. The Elec. Engr.'s request appears to be in order and may be accepted.

4. Two copies of draft agreement and of the revised Schedule 'A' and Schedule 'B' in the form in which they are proposed to be approved have been typed on half-margin and

are .....

are placed at pages 285–312 ante. They appear to be in order and may be approved after u.o.r. to the F.D. and the R.L.A.

S.S.
4/11/53

8-11-53.

29/11/53 D. S. (I. & E.)

for

for the F.D. of 30-11-53

Fin. Dept. (III) for WD (3.12.53)

Seen and passed on to the R.L.A.

15/12

FINANCE DEPARTMENT
File No. III
Date 14 DEC 53
Serial No. 35390

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12/12/53.

D.S.(F)

Arrangements.

U.O.R. to R.L.A. of 15-12-53

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For further papers, please see file No. GHB 1854/14966 33.